<u>APPLICATION SERVICE PROVIDER AGREEMENT</u>

This APPLICATION SERVICE PROVIDER AGREEMENT (the "Agreement") is made and entered into, as of _____ __, 20__ (the "Effective Date"), by and between **iMapData, Inc.**, a Delaware corporation having its principal offices at 8280 Greensboro Drive, Suite 800, McLean, Virginia 22102 ("iMapData"), and _____, a _____ _____ having its principal offices at _____ ("Licensee" or "GSA Customer") (each a "Party" and collectively, the "Parties" to this Agreement).

WHEREAS, iMapData is the owner of or has rights to an interactive data mapping Web-based platform (the "iMapData System" (as further defined below)); and

WHEREAS, Licensee desires to license from iMapData, and iMapData desires to license to Licensee certain rights to the iMapData System in order to enable Licensee and its Authorized Users to access and use certain iMapData Databases, subject to the terms and conditions as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **<u>DEFINITIONS</u>**. As used in this Agreement and in addition to any other terms defined herein, the capitalized terms used herein will have the meanings set forth below.

    A. "<u>Authorized User(s)</u>" means each employee, agent, consultant, and/or independent contractor (collectively referred to as "employees," hereinafter) of Licensee designated by Licensee to have access to the iMapData System.

    B. "<u>Licensee Materials</u>" means and includes the data (procured or created from sources other than iMapData) first provided by Licensee as well as any changes, corrections, and updates thereto, which are provided by Licensee and/or its designated agent(s) to iMapData for use in connection with the iMapData System.

    C. "<u>Confidential Information</u>" means information which has been or which may be disclosed, either orally or in writing, by one Party ("Disclosing Party") to the other Party ("Receiving Party") in confidence, that is marked "Confidential," or which is reasonably understood to be the proprietary or confidential information of the Disclosing Party, including, without limitation, information associated with or related to the iMapData System (except as expressly permitted in Section 2.A(3)), information concerning any aspect of the business of the Disclosing Party or its affiliates, trade secrets, financial statements, business and marketing plans, business and technical data, pending or threatened litigation, prospective contractual relations, collection, tabulation, and analysis of data, computer programming methods, designs, specifications, plans, drawings and similar materials, programs, software, databases, inventions and works (whether or not eligible for legal protection under patent, trademark, or copyright laws), research and development, and/or work in progress. Notwithstanding the foregoing, Confidential Information does not include any information which (i) is or was in the public domain at the time communicated to the Receiving Party, or which becomes public through no fault of the Receiving Party; (ii) is or was obtained by the Receiving Party, with permission to disclose, from a third party not subject to a contractual, fiduciary or other duty not to disclose; (iii) has been independently developed by the Receiving Party, as shown by Receiving Party documentation; or (iv) was lawfully in the Receiving Party's possession free of any duty to the Disclosing Party before the date of disclosure to the Receiving Party by the Disclosing Party.

    D. "<u>Derivative Works</u>" mean any updates, suggestions, contributions, enhancements, improvements, additions, modifications, or derivative works to the referenced materials.

    E. "<u>Documentation</u>" means the user documentation and any other operating or reference manuals associated with the iMapData System, as supplied or provided by iMapData to Licensee, as well as any Derivative Works thereto.

    F. "<u>End User License Agreement</u>" or "<u>EULA</u>" means the end user license granting to each individual Authorized User the right to access and use the iMapData System in accordance with this Agreement.

G. "iMapData Data" shall mean any and all data, data sets, and data layers provided as a part of the iMapData System's standard visualization system or reporting features (and any updates or enhancements thereto), whether or not included as a part of any database, map, chart, table, graph or report, and which iMapData provided, provides, or will provide to Licensee in accordance with the terms of this Agreement and identified in Exhibit A and/or the applicable GSA Purchase Order.

H. "iMapData Server" means a computer server(s) that iMapData owns, leases or otherwise controls, or is controlled by iMapData's agent or contractor.

I. "iMapData System" means the geospatial data software applications, including, without limitation, any modules and components set forth on Exhibit A hereto and/or the GSA Purchase Order, all of which shall be in the form of compiled, executable object code, and the tools, data and data layers (as made available through the iMapData System's standard viewing and reporting features (as set forth herein)), databases, including any iMapData Database, database structure, procedures and processes, programming code, HTML coding and design, Web/portal pages, Documentation, and resultant reports provided by iMapData to Licensee or any end user as well as any Derivative Works thereto (or to any part thereof). Unless otherwise noted, references to the iMapData System shall also include the iMapData Database(s), iMapData Server, and iMapData Site.

J. "iMapData Site" means the World Wide Web site located at the address of www.imapdata.com, or such other site designated by iMapData, where the iMapData System will reside on iMapData's Server for the purpose of making it available to Licensee and its Authorized Users. The iMapData Site may contain a portal and/or interface incorporating Licensee Materials (as necessary) to enable Licensee's Authorized Users to utilize the iMapData System and includes the layout, look and feel, font, color scheme and content made available by iMapData on the Web site as well as any Derivative Works thereto (or any part thereof). The portal will include access points to the various iMapData Databases made available to Authorized Users.

K. "Intellectual Property" means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any other proprietary rights laws and regulations as well as any applications, reissuances, continuations, continuations-in-part, divisionals, renewals, extensions, and restorations thereof, now or hereafter in force and effect anywhere in the world.

2. **iMAPDATA SYSTEM.**

A. Systems Access Grant.

(1) General. Subject to the terms and conditions of this Agreement and so long as Licensee pays iMapData the applicable fee(s) as set forth in the underlying GSA Schedule Contract and GSA Purchase Order, iMapData hereby grants to Licensee during the Term of this Agreement, and Licensee hereby accepts from iMapData, a non-exclusive, worldwide and non-transferable right and license, with a limited right to sublicense (as set forth below) the right, to access and use the iMapData System only by Licensee's Authorized Users, only for Licensee's internal business purposes, and subject at all times to the number of licenses purchased by Licensee as set forth in the GSA Purchase and identified in Exhibit A. Licensee expressly acknowledges that the foregoing grant is provided on a non-exclusive basis, and iMapData shall retain the right to provide the iMapData System to others and to enter into similar business arrangements with other entities or persons during the Term of this Agreement.

(2) Reporting Right. The iMapData System will enable Authorized Users to select points or regions interactively on certain maps made available through the iMapData System and build various reports (using iMapData's standard templates) about the selected objects. In general, Authorized Users can create reports displaying counts of infrastructure, demographics, physical assets or combinations including the selected areas. These reports use the selection features (e.g. within a radius or polygon, from list, within a particular political geography or by client geography) to create printable reports in table format and generate summaries. Table reports

may be sorted in ascending, descending, chronological, or alphabetical order by clicking on the heading of the column to be sorted.

(3) <u>Right to Sublicense</u>. Subject to the terms and conditions of this Agreement, iMapData hereby grants to Licensee, during the Term of this Agreement, and Licensee hereby accepts a limited right and license, on a non-exclusive, non-transferable basis, to enable Authorized Users to access and use the iMapData System. In addition, in the ordinary course of business, Authorized Users may use and disseminate a Limited Amount of materials from the iMapData System in published reports, whether in print or electronic form, to support the primary business of Authorized User in (i) providing research for internal use or to its customers or (ii) making trade proposals (together, "Reports"); provided, however, that Authorized User may not use or disseminate any full (or substantially full) set of data or any other materials from the iMapData System in any manner that could affect iMapData's ability to license the iMapData System or cause the iMapData System so used or disseminated to be a source of or substitute for the iMapData System otherwise available from iMapData. As used herein, "Limited Amount" shall mean a de minimis amount and/or type of iMapData Data or Reports (as applicable), in quantity, frequency of distribution and/or scope of distribution. Any download or copy shall include all proprietary notices, which may not be removed or altered in any way.

B. <u>Restrictions</u>. Licensee acknowledges and agrees that any use of the iMapData System is also subject to any limitations identified by iMapData. Except as expressly permitted in this Agreement, Licensee may not (i) copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense ,or commercially exploit the iMapData System or any part thereof; (ii) reverse engineer, decompile, disassemble, translate or create any derivative work of the iMapData System, or any part thereof; (iii) access, link to, or use any source code from the iMapData System (or any part thereof); (iv) erase or remove any proprietary or intellectual property notice contained in or on the iMapData System, or any part thereof; (v) alter or modify any information displayed, transmitted or printed from the iMapData System; or (vi) use or permit use of the iMapData System for or by any person or entity other than Licensee's Authorized Users. Moreover, Licensee acknowledges that it has no right to use iMapData Data and/or to sublicense any of its rights herein to a person or another entity if such right is not specifically identified on or permitted by the terms of the underlying GSA Schedule Contract and GSA Purchase Order and/by the terms of <u>Exhibit A</u>. Licensee acknowledges that exceeding the scope of the license herein, shall be a material breach of this Agreement. Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the terms of the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

C. <u>Availability</u>. iMapData shall use commercially reasonable efforts to make the iMapData System accessible to Licensee through the iMapData Site, subject to required and emergency maintenance, failure of third-party networks and communications facilities, and events of force majeure. Any other specifics for access, including any iMapData Site registration requirements for Authorized Users, shall be set forth in the underlying GSA Schedule Contract and GSA Purchase Order and/or in <u>Exhibit A</u>. The content layout, formatting, and arrangement of the iMapData System as made available through the iMapData Site shall be designed by iMapData in its sole discretion. In the event that the iMapData System is unavailable for use by the Authorized Users (due to circumstances within iMapData's control) for a period of twenty-four (24) consecutive hours or longer within a calendar year, iMapData shall promptly provide to Licensee a pro rata refund of the fees as established in the GSA Purchase Order and paid by Licensee for such period of unavailability (as calculated on a pro rata basis).

D. <u>Updates</u>. When commercially available for use by iMapData's customers and so long as Licensee pays any and all applicable fees, iMapData shall provide Licensee with updates to the iMapData System. In connection with this obligation, Licensee acknowledges that iMapData shall have the sole right to modify, upgrade, and change the iMapData System and/or the iMapData Site in any manner it deems appropriate.

E. <u>Security</u>. iMapData will employ commercially reasonable security measures in providing the iMapData System. Nevertheless, Licensee acknowledges and agrees that iMapData makes no representation or warranty that its security measures will be effective and iMapData shall have no liability for the breach of its security measures, for any viruses or other harmful programming or codes, or for the integrity of the iMapData System, unless caused by the gross negligence or willful misconduct of iMapData.

3. **REPRESENTATIVES.** iMapData and Licensee will each delegate and maintain a representative who will be the primary point of contact of each Party in dealing with the other Party under this Agreement. Either Party may change its representative by giving written notice (in accordance with this Agreement) to the other representative and an indication of when such change will become effective. Licensee acknowledges that its designated representative shall act as the liaison with iMapData with respect to its provision of any support, training, or other services under this Agreement.

4. **GENERAL LICENSEE OBLIGATIONS.**

   A. <u>Delivery of Licensee Materials</u>. In connection with implementation of the iMapData System for use by Licensee, Licensee shall provide to iMapData any necessary Licensee Materials in a timely manner (as the Parties may specify). Licensee must obtain at its sole expense, and provide iMapData with reasonable proof thereof, all necessary consents, rights, permissions, and clearances required for iMapData to use the Licensee Materials for the purposes contemplated by this Agreement, including any necessary consents or licenses from third parties. In connection with delivering and providing iMapData with access to the Licensee Materials, Licensee hereby grants to iMapData a non-exclusive right and license to copy, distribute, create derivative works from, display, modify, reformat, transmit, and otherwise use any Licensee Materials solely in connection with iMapData's obligations under this Agreement. It is understood and agreed that iMapData may not share, sell or otherwise transfer Licensee Materials to any third party.

   B. <u>Assistance</u>. Subject to iMapData's right to monitor and audit compliance with the terms and conditions of this Agreement, Licensee acknowledges and agrees that it is Licensee's responsibility to monitor its or any Authorized User's use of the iMapData System in compliance with the terms and conditions of this Agreement. Accordingly, Licensee shall provide iMapData with reasonable assistance in the implementation and use of the iMapData System by Licensee's Authorized Users. Moreover, Licensee shall ensure that each Authorized User complies with the terms and conditions of this Agreement and that only Authorized Users have access to the iMapData System. In addition, Licensee shall keep iMapData reasonably informed as to any problems encountered with the iMapData System and/or the iMapData Site and will communicate promptly in writing to iMapData any and all notices of problems, errors, or defects (and a reasonable description thereof) as well as any suggestions for improvements or corrections (with such suggestions for improvements or corrections becoming the sole and exclusive property of iMapData).

   C. <u>Enforcement</u>. Licensee agrees to use commercially reasonable efforts to ensure that all Authorized Users will agree to abide by the terms and conditions governing use of the iMapData System as are provided by iMapData in the End User License Agreement ("EULA") attached hereto as <u>Exhibit C</u> (as may be modified by iMapData from time to time). If Licensee learns that any Authorized User has breached any provision of this Agreement or the EULA, to the extent practicable Licensee will immediately notify iMapData.

   D. <u>Notice of Breach</u>. If Licensee discovers or is notified of its or an Authorized User's breach or potential breach of security or permissible use relating to the iMapData System, Licensee shall immediately: (i) notify iMapData of such breach or such potential breach to the extent practicable and (ii) if the applicable information, data, or content from the iMapData System was in the possession or control of Licensee or its Authorized Users, including, without limitation, in instances where such possession or control was permitted or required by this Agreement, at the time of such breach or potential breach, Licensee shall cooperate with iMapData in any investigation to the extent practicable. Licensee acknowledges that iMapData has sole control over the timing, content, and method of providing any notification to any individuals; provided that, in the event of an Authorized User's breach or potential

breach, iMapData agrees that it will endeavor to work with Licensee, rather than directly with the applicable Authorized User, to resolve such breach or potential breach.

E. Hardware and iMapData System Requirements. Licensee shall be responsible for obtaining, paying for, or providing communication lines, parts, modems, interface equipment, computers, servers, and workstations as necessary for access to the iMapData Site. Licensee shall also be required to obtain and pay for itself all licenses for third party software, hardware, and firmware necessary for use and implementation of the iMapData System and Licensee's business based on it. Without limitation of the foregoing, Licensee acknowledges and agrees that it must have the configuration meeting the minimum requirements set forth on Exhibit B to use the iMapData System

F. Third Party Constraints. Licensee shall not enter into any contractual relationship or other legally binding obligation with any third party or person which shall have the purpose or effect of encumbering iMapData or use of the iMapData System.

G. Data. Licensee agrees that it shall be solely responsible for maintaining copies, backing-up, and/or archiving all of Licensee's data or information which Licensee uses on or in connection with the iMapData System.

H. Compliance with Laws. Licensee shall be solely responsible for its compliance with applicable laws, regulations, and other rules promulgated by governing authorities having jurisdiction governing Licensee's products or services and any utilization of the iMapData System in connection therewith. In particular, Licensee acknowledges and agrees that its use of the iMapData System shall be subject in all respects to United States laws and regulations governing exports and the transfer of information into or out of the United States. Accordingly, Licensee shall not export, directly or indirectly, the iMapData System without first obtaining all required licenses and approvals from iMapData and the appropriate government agencies. Moreover, Licensee agrees that it will observe and comply with any applicable privacy or security law or regulation governing the use, handling, or security for iMapData Data.

5. **SERVICES.**

A. Training. iMapData shall provide only the training that is outlined in Exhibit A and/or the underlying GSA Schedule Contract and GSA Purchase Order with respect to the use of the iMapData System. iMapData may provide additional training in its sole discretion upon Licensee's request at iMapData's then-current time and materials rates as established in the GSA Schedule Contract and GSA Purchase Order. Licensee will reimburse iMapData for any travel expenses preapproved by Licensee in writing and incurred by iMapData for any training provided to the extent authorized by and at the rates established in the underlying GSA Schedule Contract and GSA Purchase Order. iMapData will invoice Licensee for such travel expenses as provided for herein. Licensee shall be solely responsible for training its Authorized Users. In particular, Licensee will be responsible for training and otherwise informing Authorized Users of the features and capabilities of the iMapData System.

B. Support. iMapData shall provide, during the Term of this Agreement and during its normal business hours, the technical support for the iMapData System set forth in Exhibit A and/or the underlying GSA Schedule Contract and GSA Purchase Order. To the extent Licensee requests additional support or maintenance or other programming work relating to the iMapData System from iMapData beyond iMapData's stated obligations in this section or Exhibit A and the underlying GSA Schedule Contract and GSA Purchase Order, iMapData may provide such support, in its reasonable discretion, not to be unreasonably withheld, at its standard time and materials rates established in the GSA Purchase Order. A separate Purchase Order for the support will be executed.. Licensee acknowledges and agrees that it shall provide all support directly to Authorized Users as is necessary for performance and utilization of the iMapData System.

C. Additional Services.

(1) General. iMapData can provide to Licensee upon request and acceptance by iMapData (in its sole discretion) additional implementation and/or customization services with respect to access to and use of the iMapData System on a time and materials basis at iMapData's then current

Government rates or such other fee arrangement mutually acceptable to the Parties (the "Services"). The Parties may agree to have iMapData provide such additional services either by executing a new or amended supplemental schedule or a separate written agreement setting forth any new or modified terms and conditions applicable to the provision of such additional services.

(2) Order of Precedence. This Agreement shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the Government's Purchase Order. Any additional legal terms may only be added by amendment to this Agreement in accordance with the terms.

D. Service Performance. With respect to any services to be provided by iMapData under this Agreement (the "Services"), Licensee acknowledges and agrees to the following: (i) iMapData has the right, unless specified otherwise in the underlying GSA Schedule Contract and GSA Purchase Order, to control and direct the means, manner, and method by which the Services are performed and, except as otherwise agreed to by the Parties, may perform the Services at any place or location and at such time as iMapData may determine reasonable; (ii) iMapData may, from time to time and subject to the terms and conditions set forth in this Agreement, engage independent contractors, consultants, or subcontractors to aid iMapData in performing the Services under this Agreement; and (iii) iMapData has the right to perform services for others during the Term of this Agreement.

6. **CONSIDERATION.**

A. Fees. Licensee agrees to pay iMapData in a timely manner.

B. Taxes. Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. iMapData shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

C. Payment. Licensee shall make payment to iMapData as established in the underlying GSA Schedule Contract and GSA Purchase Order.

D. Payment Audit. Licensee shall keep and maintain full, true, and accurate records containing all data reasonably required for verification of amounts to be paid under this Agreement. iMapData may perform an audit of such records and of Licensee's use of the iMapData System and the payment of fees under this Agreement. Any such audit shall be made upon reasonable notice and conducted during regular business hours at Licensee's facilities. If the audit reveals that Licensee has underpaid fees to iMapData for licensed software, iMapData shall invoice Licensee for the amount unpaid.

7. **PROPRIETARY RIGHTS.**

A. Use of Licensee's Name. Neither Party shall issue any press release or other public statement regarding the subject matter hereof or otherwise use the other Party's names, trademarks, service marks, logos, or trade dress unless the other Party has previously approved it. Notwithstanding the foregoing, either Party may make such disclosure as may be required by applicable law.

B. Ownership.

(1) iMapData. This Agreement is not a sale of the iMapData System or the iMapData Data nor is it a transfer or assignment of any Intellectual Property rights in the iMapData System or the iMapData Data. Accordingly, Licensee acknowledges that iMapData and/or its licensors owns all right, title, and interest, including, without limitation, all Intellectual Property, in and to the iMapData System and the iMapData Data and any Derivative Works thereof or thereto. Any rights that Licensee may acquire by operation of law with respect to the iMapData System and/or the iMapData Data and any Derivative Works with respect to either the iMapData System and/or the iMapData Data are hereby assigned by Licensee to iMapData; however,

Licensee shall have unlimited rights at no additional cost to such Derivative Works. Moreover, Licensee acknowledges and agrees that (i) the iMapData System and iMapData Data include unpublished, licensed works, and trade secrets; (ii) independent economic advantages are derived by iMapData and/or its licensors from their respective ownership of the iMapData System and iMapData Data; and (iii) the iMapData System and iMapData Data are Confidential Information of iMapData and subject to reasonable precautions to protect such information from unauthorized disclosure and use as well as any other obligations of confidentiality set forth in this Agreement. iMAPDATA and all other names, logos, and icons identifying iMapData's products and services are proprietary marks of iMapData and/or its licensors and any use of such marks by Licensee shall inure to the benefit of iMapData and/or its licensors and, except as provided herein, any use of such marks without iMapData's prior written consent is strictly prohibited. iMapData reserves all other rights, title, and interests not expressly granted herein, and Licensee acknowledges and agrees that it shall not do anything to impair iMapData and/or its licensors rights in and to the iMapData System and iMapData Data.

(2) <u>Right to Monitor</u>. Subject to Licensee's security requirements, Licensee acknowledges that iMapData reserves the right, at any time and without notice, to monitor compliance with the terms of this Agreement and to otherwise protect its rights in the iMapData System, iMapData Data, and the iMapData Site by incorporating security, seeding, and/or management technology into the iMapData and iMapData Site and otherwise monitoring usage of the iMapData System. Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(3) <u>Government Rights</u>. The use of the iMapData System and iMapData Data including, without limitation, its reproduction and display by the United States of America and/or any other country and its or their respective instrumentalities, agencies, or offices, regardless of form (collectively, the "Government"), shall be governed by this Agreement. Accordingly, the iMapData System and iMapData Data are provided to the Government with LIMITED RIGHTS and/or RESTRICTED RIGHTS (as applicable). Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (g) of the Rights in Data – General clause at 48 C.F.R. 52.227-14, or subparagraphs (b)(1) and (2) of the Commercial Computer Software License clause at 48 C.F.R. 52.227-19, as applicable. Moreover, all iMapData products and materials, including the iMapData System and iMapData Data, are commercial in nature, developed at private expense, and were not first produced in the performance of any Government contract. Accordingly, the data, software and documentation available through the iMapData System or as iMapData Data are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to Government end users (a) only as Commercial Items and (b) with only those rights as are granted to other end users pursuant to the terms and conditions herein. For any use of the iMapData System or iMapData Data that would require compliance by iMapData with a particular Government requirement not identified herein or that would affect iMapData's rights, the applicable Government entity, agency, or office must notify iMapData of said Government requirement and obtain a waiver or exemption from such requirements for the benefit of iMapData before any government access to the iMapData System. Any Government Licensee shall also affix the following "Restricted Rights Notice" to any copy of the iMapData Data computer software made available to any U.S. Government Authorized User, in whole or in part:

8. **CONFIDENTIALITY.**

   A. Agreement Confidential. The Parties agree that this Agreement and its terms, including any exhibits or schedules, are and shall be the Confidential Information of iMapData. Licensee may not disclose this Agreement, its terms, or any exhibit or schedule to any third party or person, except as may reasonably be required to enforce the terms of this Agreement, and/or to its attorneys, accountants, shareholders, directors, parent organizations, tax authorities, or as otherwise required by law, subject in all cases to any permitted third party or person being under the same obligation to keep the information confidential as called for in this Agreement.

   B. Confidentiality and Non-Disclosure. The Receiving Party agrees to preserve the confidentiality of all Confidential Information of the Disclosing Party that is obtained in performance or connection with this Agreement, and shall not, without the prior written consent of the Disclosing Party, disclose or make available to any person, or use for its own benefit or that of another person or entity other than as contemplated by this Agreement, any Confidential Information of the Disclosing Party. Each Party shall exercise the level of care it would exercise to safeguard its own Confidential Information concerning Confidential Information received from the other, provided that such efforts shall at least be reasonable. These restrictions do not apply to Confidential Information which the Receiving Party (i) is required by law or regulation to disclose, but only to the extent and for the purposes of such law or regulation; (ii) discloses in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order, and only if the Receiving Party first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protective order or move to quash or limit such order; or (iii) discloses with written permission of the Disclosing Party, in compliance with any terms or conditions set by the Disclosing Party regarding such disclosure.

9. **REPRESENTATIONS AND DISCLAIMER.**

   A. Licensee Representations. Licensee represents to iMapData that (i) Licensee shall be solely responsible for its, and any Authorized User's, use (and the results thereof) of the iMapData System, (ii) Licensee has the full authority and right to enter into this Agreement and to grant any sublicenses to Authorized Users; (iii) the undersigned representative of Licensee is authorized to execute this

Agreement on behalf of Licensee, (iv) Licensee has all rights necessary to provide and grant to iMapData that right to use the Licensee Materials, and (v) Licensee agrees to take all reasonable steps to protect the iMapData System from unauthorized use, illegal reproduction, or illicit distribution or access.

B. <u>iMapData Representations</u>. iMapData represents to Licensee that (i) iMapData has the full authority and right to enter into this Agreement and to grant the licenses granted hereunder; (ii) the undersigned representative of iMapData is authorized to execute this Agreement on behalf of iMapData and; (iii) iMapData owns or has licensed all copyrights, trade secrets, trade names, database rights and other proprietary rights in and to the iMapData System.

C. <u>Warranty Disclaimer</u>. EXCEPT AS EXPRESSLY REPRESENTED IN THIS AGREEMENT, THE iMAPDATA SYSTEM AND THE iMAPDATA DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND iMAPDATA AND ITS LICENSORS DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. iMAPDATA AND ITS THIRD PARTY LICENSORS DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE iMAPDATA SYSTEM OR iMAPDATA DATA (AND ANY ASSOCIATED INFORMATION, PROGRAMS, PRODUCTS, AND MATERIALS), SERVICES, AND/OR SUPPORT IN TERMS OF SUITABILITY, ACCURACY, TIMELINESS, RELIABILITY, CURRENTNESS, COMPLETENESS, FUNCTIONALITY, INTENDED PURPOSE, OR OTHERWISE. iMAPDATA DOES NOT REPRESENT OR WARRANT THAT THE iMAPDATA SYSTEM WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS. MOREOVER, iMAPDATA SHALL NOT BE RESPONSIBLE FOR ANY UNAUTHORIZED USE OF OR ACCESS TO THE iMAPDATA SYSTEM.

10. **LIMITATION OF LIABILITY AND DAMAGES.**

A. <u>Limitation of Liability</u>. EXCEPT FOR THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 8, THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 AND ANY CLAIMS ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, IN NO EVENT SHALL THE PARTIES BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER AN ACTION BASED UPON CONTRACT, TORT OR OTHERWISE. MOREOVER, IN NO EVENT SHALL iMAPDATA OR ITS THIRD PARTY LICENSORS BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES OR FINANCIAL LOSS DUE TO (i) ANY CONTENT OR MATERIALS PROVIDED BY LICENSEE; (ii) THE FAILURE, QUALITY, PERFORMANCE OR USE OF THE iMAPDATA SYSTEM OR iMAPDATA DATA BY LICENSEE AND/OR ITS AUTHORIZED USERS; OR (iii) ANY DAMAGE TO, OR DEGRADATION OR LOSS OF ANY DATA, INFORMATION OR WORK PRODUCT OF LICENSEE OR ITS AUTHORIZED USERS OR CUSTOMERS IN CONNECTION WITH THE iMAPDATA SYSTEM, THIRD PARTY SOFTWARE OR HARDWARE AND/OR iMAPDATA'S PERFORMANCE OF ANY SERVICES OR SUPPORT. IN ADDITION, IMAPDATA AND ITS THIRD PARTY LICENSORS WILL NOT ACCEPT ANY CONTRACTUAL RESPONSIBILITY TO LICENSEE'S AUTHORIZED USERS WITH RESPECT TO ANY WARRANTIES OR SUPPORT OF THE IMAPDATA SYSTEM OR IMAPDATA DATA UNLESS EXPRESSLY AGREED TO IN WRITING BY IMAPDATA ON A CASE-BY-CASE BASIS.

(1) <u>Responsibility to Other Parties</u>. Unless expressly agreed to in writing by iMapData, iMapData will not accept any contractual responsibility or liability owed by Licensee to any of Licensee's business partners, contractors, agents, customers, or clients.

(2) <u>Third Party Materials</u>. Licensee acknowledges and agrees that certain Services and/or access to the iMapData System may require delivery by means of or through the use of certain third-party service providers or services, such as communication services. EXCEPT AS SET FORTH HEREIN, IMAPDATA SHALL ASSUME NO RESPONSIBILITY OR LIABILITY

FOR THE DELIVERY, SECURITY, OR AVAILABILITY OF SUCH THIRD-PARTY SERVICE PROVIDERS OR SERVICES. Moreover, the iMapData System may enable access to or link to third party databases or other Web sites, information, resources, materials, or content. Accordingly, Licensee acknowledges that iMapData does not control the content available through such third party databases, Web sites, or resources. IN ADDITION, IMAPDATA SHALL ASSUME NO RESPONSIBILITY FOR AND SHALL HAVE NO LIABILITY TO LICENSEE OR TO ANY THIRD PARTY OR AUTHORIZED USER FOR THE AVAILABILITY, ACCURACY, TIMELINESS, SUBSTANCE, SEQUENCE, COMPLETENESS, RELIABILITY, CONTENT, OR SECURITY OF ANY OF THE DATABASES, SITES, INFORMATION, RESOURCES, MATERIALS, OR CONTENT PROVIDED BY A THIRD PARTY. Any concerns Licensee may have regarding these third party sites, information, resources, materials or content should be directed to the relevant site, administrator, webmaster, or provider of such site, information, resource, material, or content.

B. <u>Maximum Liability</u>. EXCEPT FOR THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 8, A VIOLATION, INFRINGEMENT, OR MISAPPROPRIATION BY LICENSEE OF iMAPDATA'S INTELLECTUAL PROPERTY RIGHTS, THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 AND ANY CLAIMS ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY EXCEED THE FEES PAID BY LICENSEE UNDER THIS AGREEMENT DURING THE PRIOR TWELVE MONTHS FOR ANY AND ALL CLAIMS HEREUNDER, REGARDLESS OF THE FORM OF THE ACTION.

C. <u>Bargained-For Limitation</u>. THE PARTIES AGREE THAT THE LIMITATIONS IN THIS SECTION ARE A BARGAINED FOR EXCHANGE AND A MATERIAL CONDITION AND PREMISE OF THIS AGREEMENT.

D. The foregoing exclusion/limitation of liability shall not apply (1) to personal injury or death caused by iMapData's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

11. **TERM AND TERMINATION.**

A. <u>Term</u>. Unless terminated earlier as provided for herein, the term of this Agreement ("Term") shall start on the Effective Date and be in effect until the end of the initial license term set forth in the GSA Purchase Order and/or in <u>Exhibit A</u>.

B. <u>Duties upon Termination</u>. Upon termination or expiration of this Agreement for any reason, (i) all rights and licenses granted hereunder to Licensee and any Authorized User shall immediately terminate and Licensee shall immediately cease all use of iMapData's Intellectual Property, including, without limitation, the iMapData System and iMapData Data, (ii) at the request of the disclosing Party, the receiving Party will immediately return (or destroy and not retain in compliance with best industry practices for the destruction or erasure of such information) the Confidential Information of such other Party in its possession, custody, or control, (iii) Licensee shall immediately return to iMapData all of its iMapData Data and any copies thereof as well as any other iMapData materials in its possession, custody, or control in whichever form held (including all copies or embodiments thereof), and (iv) Licensee shall provide to iMapData, as soon as possible, an affidavit executed by an officer of Licensee certifying that to the best of Licensee's knowledge, Licensee has complied with all of its termination duties under this Agreement. Notwithstanding the foregoing, upon termination of the Agreement, Licensee and Authorized Users shall not be required to delete or purge iMapData Data that is contained in Reports generated in compliance with Section 2.A.(3) of this Agreement.

C. <u>Effect of Termination</u>. Sections 1, <u>6.A, 6.B</u>, 6.C, 7.B.(1), 7.B.(3), 8, 9, 10, 11, 12.C, 12.D and 13 hereof shall survive the termination or expiration of this Agreement and shall continue in full force and effect.

12. **GENERAL.**

A. Assignment. Except as provided in the next sentence and as otherwise explicitly set forth herein, Licensee may not assign or otherwise transfer this Agreement or the licenses granted hereunder or delegate any of its duties hereunder, in whole or in part to any party or person, including without limitation, any Authorized User, without iMapData's prior written consent, which may not be unreasonably withheld or delayed. Any attempt of assignment or transfer shall be void, of no effect, and a material breach of this Agreement.

B. Force Majeure/Interruption. Neither Party shall be liable for any failure to perform any of its obligations under this Agreement (except payment obligations) due to unforeseen circumstances or causes beyond the Party's reasonable control, including, without limitation, acts of God, riot, embargoes, acts of governmental authorities, fire, earthquake, flood, and accidents.

C. No Third-Party Beneficiaries. This Agreement is not intended to confer any benefit on any person or entity not a Party hereto other than iMapData's third party licensors with respect to the protection of such third party's licensed data.

D. Section Headings. The titles and headings of the sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or interpret the provisions of this Agreement.

E. Relationship. The relationship between the Parties to this Agreement is and shall be that of licensor and licensee only and nothing in this Agreement shall be construed or used to create or imply any relationship of partners, joint venturers, or employer and employee between the Parties.

F. Waiver, Amendment or Modification. No failure or delay by either Party in exercising any right, power or remedy with respect to any of the provisions of this Agreement shall operate as a waiver thereof. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless in writing and signed by the Party against whom enforcement of such waiver, amendment or modification is sought. This Agreement may only be modified pursuant to the written agreement of both parties.

G. Severability. In the event any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the Parties agree that unless it materially affects the entire intent and purpose of the Agreement, the invalidity, voidness, or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

H. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered by hand, mailed postage prepaid by certified or registered mail, return receipt requested, or transmitted by facsimile, with receipt confirmed, effective upon receipt. Notices to each Party shall be sent to the address first set forth above for each Party, or to such other address as such Party may designate by written notice to the other Party.

I. Governing Law. This Agreement has been made in and will be construed and enforced solely in accordance with United States Federal Law. Notwithstanding the foregoing, iMapData agrees that the provisions of this Agreement shall not supersede any remedies granted to the United States Government to the extent permitted by law or regulation.

J. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed copy by facsimile or electronic mail shall be as effective as delivery of an original signed counterpart and the parties agree that faxed or electronically mailed signatures are effective and binding.

K. Entire Agreement. This Agreement and any schedules or exhibits thereto, together with the underlying GSA Schedule Contract and GSA Purchase Order, represents the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous statements, representations or agreements, whether oral or written, with respect to the subject matter of this

Agreement. Moreover, the Parties acknowledge and agree that <u>Exhibit A</u> shall only be effective upon the mutual execution of such document by both Parties.

WHEREFORE, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective on the Effective Date intending to be legally bound.

iMapData, Inc.   _____
("iMapData")   ("Licensee")
                                                              By: _____

By: _____   By: _____
Name: _____   Name: _____
Title: _____   Title: _____
Date: _____   Date: _____

EXHIBIT A

Pricing & Delivery

iMapData will deliver the following web-based annual subscription service including thematic data and interactive map functionality (as further described below), applications and services

SERVICE	TIME PERIOD	ANNUAL LICENSE FEE

PRICING FOR INCREASES IN AUTHORIZED USERS

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Term.

The term for the above licenses shall commence on _____ ____**, 20__** and shall continue for 12 months.

Payment Schedule.

iMapData Database Privileges.

- Each Authorized User shall receive a unique user name and password.

- Licensee and each Authorized User shall agree to be responsible for maintaining the confidentiality of: 1) any passwords or other account identifiers that are chosen or are assigned; and 2) all activities that occur under such password or account.

- Licensee agrees to notify iMapData of any unauthorized use of a password or account.

- Licensee acknowledges and agrees that iMapData shall not be responsible for any mishandling of any password or other account identifier or for the failure to comply with these obligations.

- If iMapData in good faith suspects improper use, download or distribution of iMapData Data by an Authorized User while such Authorized User is accessing the iMapData System, iMapData may deactivate such Authorized User's authentication key, which will terminate that specific session on the iMapData System. For the avoidance of doubt, deactivating an authentication key for an Authorized User's session will not prevent such Authorized User from commencing a new session on the iMapData System, nor will this action terminate any other Authorized Users' sessions while they are concurrently accessing the iMapData System. iMapData will provide any deactivated authentication key(s) to

Licensee and the parties will work together in good faith to prevent repeated incidents by such Authorized User(s).

- Licensee's misuse of a password or providing a password or access to any unauthorized user is strictly prohibited. Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

Training.

Support.

- Technical support: iMapData has a Technical Support Group providing support by phone and email. The group is available to help navigate the system, provide instructions on how to access a specially configured report, create reports, etc.

- Support Hours. iMapData support personnel will be available to Authorized Users from Monday through Friday, 9 a.m. to 5 p.m. Eastern Time via support@imapdata.com or (866) 650-4627.

- Authorized User Support. Through its designated representative, Licensee shall coordinate the needs of Authorized Users in terms of trouble shooting and training issues, reporting issues, and problem resolution issues.

- Error Reporting. Licensee is responsible for verifying that any error for which support will be provided is reproducible and shall report to iMapData all information needed to reproduce the error. Specifically, upon detection of any error or defect, Licensee agrees to provide iMapData a listing of output and any other data that iMapData reasonably may need in order to reproduce operating conditions similar to those present when the error or defect occurred, including, without limitation, (i) a description of the environment and stimuli that caused the problem; (ii) a description of the unexpected behavior; (iii) an assessment of the problem severity; (iv) specification of the version of the software, hardware, and equipment involved; (v) copies of error logs, traces, and other pertinent information; and (vi) any special circumstances that may reasonably be related to the problem.

- Problem Resolution. When Licensee's designated representative reports a potential problem with the iMapData System or the iMapData Site in connection with the foregoing requirements, iMapData shall assign a problem tracking number and promptly investigate such problem to determine the nature and origin of such problem and upon the completion of such investigation outline to Licensee the procedures to be followed in reaching a resolution to such problem. Licensee shall provide iMapData with, or allow iMapData access to, all information (including on-line access) available to Licensee as may be reasonably necessary to permit Licensee to diagnose, replicate, and resolve the reported problem. iMapData shall make all reasonable efforts during its business hours to correct the reported problem.

- Excluded Services. Unless otherwise specified in this Agreement, support services provided hereunder shall not include any (i) servicing, repairing, relocating, re-installing, or moving of any third-party technology, software, hardware, or materials; (ii) repair or replacement of the iMapData System resulting from any cause other than ordinary use, defects or errors, including, without limitation, if due to accident, unusual physical stress, failure or fluctuation of electrical power, fire, lightning, water damage, negligence, and Licensee misuse; (iii) service, repair or replacement of the iMapData System if a defect or error is caused as a result of use on or in conjunction with hardware and/or third-party software not contemplated for use with the iMapData System; (iv) service, repair or replacement if a problem results from use by a person other than an Authorized User; (v) service, repair or replacement if the problem results from Licensee's failure to comply with the Agreement; (vi) repair or restoration of

Licensee's or its clients' data; (vii) <u>any other mainten</u>ance, service, repair, or replacement outside the scope of the terms of this Agreement(collectively "Additional Support").

- <u>Additional Support</u>. In addition to what is set forth above, iMapData shall provide Additional Support at its then current time and materials rates.

      WHEREFORE, iMapData and Licensee, by their duly authorized representatives, have executed this <u>Exhibit A</u> to the Agreement effective on the date last signed below intending to be legally bound.

iMapData, Inc.   _____ ("Licensee")
("iMapData")   By: _____

By: _____   By: _____
Name: _____   Name: _____
Title: _____   Title: _____
Date: _____   Date: _____

EXHIBIT B – TECHNICAL DESCRIPTION

iMapData is an advanced Application Service Provider (ASP) with 24/7 service availability and support. The iMapData network and system infrastructure have been built in accordance with industry best practices to ensure highest availability, world-class security, and fast application performance, while providing a scalable architecture.

The iMapData system consists of the latest technology — Check Point firewalls configured for maximum multilayer security, F5 Networks load balancers, and an Intrusion Detection System (IDS) – to provide additional tiers of monitoring against potential internet threats.

The system architecture consists of a multi-server environment primarily running on the Microsoft Windows platform. The Internet-facing services of iMapData consist of servers running Microsoft Internet Information Services. iMapData's databases reside on an enterprise-class Storage Area Network, powered by Microsoft SQL running in a clustered configuration, ensuring the fastest and most reliable data availability.

The primary iMapData data center is located in Northern Virginia. This primary data center is secured by multiple layers of surveillance and access controls to protect against physical intrusion. The data center has high availability Internet connectivity provided by multiple telecommunications carriers. Continuous electric power is provided through Uninterrupted Power Supply (UPS) and diesel generators if utility power is interrupted. iMapData has a fully redundant secondary data center in Central Maryland that provides seamless disaster recovery in the event of a catastrophe disabling the primary data center. Instant automatic fail-over between the primary and secondary data centers is implemented to ensure constant availability. The iMapData application, including all underlying systems, is monitored constantly using automated alerting systems to inform iMapData administrators.

The iMapData application uses Secure Sockets Layer (SSL) encryption to securely transmit information over the Internet. The SSL protocol is the universal standard for authenticating Websites to Web browser users and for encrypting communications between browser users and Web servers.

iMapData System Requirements

iMapData supports or requires the following for each authorized user:

Internet Connection
o   Minimum connection speed of 256k (512k recommended)

Platforms Supported
o   Windows 7
o   Windows XP (Service Pack 2)
o   Windows 2008 Server
o   Windows 2003 Server
o   Windows Vista
o   Apple Mac OS X 10.4.8 (or above)

Web Browsers Supported
o   Microsoft Internet Explorer 7 (or higher)
o   Firefox 3
o   Browser must be configured to allow cookies and scripting
Processors Supported
o   Intel® Pentium® III 450MHz or faster processor (or equivalent processor)

o Core™ Duo 1.83GHz or faster processor

Memory
o 512 MB RAM (1GB recommended)
o 1GB RAM (2GB recommended) for Windows 7 and Windows Vista

Monitor
o Optimized for 1024 X 768 or higher resolution color monitor

Plug-ins
o Microsoft Silverlight 3
o Adobe PDF Reader
o Adobe Flash
o Optional: Microsoft Reporting Services Print Control (ActiveX control for Internet Explorer only)

EXHIBIT C

END USER LICENSE AGREEMENT (Effective as of May 2013)

IMPORTANT – THIS IS A LEGAL DOCUMENT. BEFORE INSTALLING, ACCESSING, OR USING ANY PART OF THIS SYSTEM, YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") AS THEY GOVERN YOUR USE OF iMAPDATA, INC'S ("iMAPDATA's") ON-LINE SOFTWARE AND ITS AVAILABLE DATA AND DATABASES (TOGETHER, FOR PURPOSES OF THIS AGREEMENT, THE "iMAPDATA SYSTEM").

IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION BY iMAPDATA TO INSTALL, ACCESS, OR OTHERWISE USE THE iMAPDATA SYSTEM. IN SUCH CASE, PLEASE CLICK "I REJECT" AND PROMPTLY RETURN AND/OR DELETE ANY MATERIALS RELATED TO THE iMAPDATA SYSTEM THAT YOU HAVE RECEIVED FROM iMAPDATA OR THAT YOU HAVE IN YOUR POSSESSION.

TERMS AND CONDITIONS

1. **LICENSE GRANT.** Conditioned on your continued compliance with the terms and conditions of this Agreement, this Agreement provides you with a revocable, limited, non-exclusive, nontransferable license to use the iMapData System only for the purposes for which iMapData has permitted in and only during the term of its enterprise level license agreement with the GSA Customer. Any third party data, services, and/or software made a part of and otherwise available through the iMapData System are subject to the terms and conditions herein. This Agreement grants a license to (i) use on a non-sublicensable basis the iMapData System on a single personal computer or laptop; (ii) access remotely the iMapData System from the Internet or through an on-line network through iMapData's designated web address, and (iii) create printouts of output from the iMapData System for internal business purposes only. Any rights granted hereby are licensed and not sold or otherwise transferred or assigned to you or any third party. iMapData also reserves the right to change or modify the iMapData System in its sole discretion. References to "you" or "user" mean the individual end user licensee of the iMapData System. Enterprise level licensing arrangements are available only through a separate written agreement with iMapData.

2. **LICENSE GRANT RESTRICTIONS.** Except as provided above, you may not modify, alter, comingle, merge, translate, decompile, create derivative work(s) of, distribute, disassemble, reverse engineer, benchmark, broadcast, transmit, reproduce, attempt to examine the source code for, publish, license, sub-license, transfer, sell, resell, exploit, rent, timeshare, outsource, provide on a service bureau basis, lease, grant a security interest in, transfer any right(s) in, or otherwise use in any manner or for any purpose not expressly permitted herein the iMapData System or any part thereof. In addition, you may not remove or alter any proprietary notice on the iMapData System or use any portion of the iMapData System independently from the iMapData System as a whole. All rights not expressly granted to you herein are hereby reserved to iMapData, and you expressly acknowledge and agree that nothing herein provides to you any right to distribute or provide the iMapData System (or access thereto) to any other person or entity.

3. **USER OBLIGATIONS.** By installing, accessing, or using the iMapData System in order to view any information and materials or submit information of any kind, you represent that you are at least eighteen (18) years of age and will, at all times, provide true, accurate, current, and complete information when submitting information or materials on the iMapData System, including, without limitation, when you provide information via a registration or submission form. Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall

proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. By installing, accessing, and using the iMapData System, you also represent that you agree to abide, to the extent possible by the United States Government, Federal laws and regulations with respect to your use of the iMapData System. In addition, and unless otherwise agreed to by iMapData, you agree to assume all responsibility concerning your use of the iMapData System, including providing any support and meeting any requirements of your contracts with third parties. iMapData assumes no responsibility or liability for any claims that may result directly or indirectly from the communications or interactions you establish using the iMapData System.

4. **USERNAME HANDLING POLICY.** Use of the iMapData System requires both a username and a password (to be provided by iMapData or set by you), and access privileges or rights with respect to the iMapData System shall be determined by iMapData in accordance with this Agreement or any other related agreement with iMapData. You should consider your username and password as confidential information. Only one person can use one password. Doing so insures that only you will be able to access your account through the iMapData System. Anyone with knowledge of both your username and password can gain access to the restricted portions of the iMapData system and to your account. Accordingly, by using the iMapData System, you agree to keep your username and password confidential. You also agree not to use another person's username and password. You will immediately notify iMapData if you become aware of any loss or theft of your password or any unauthorized use of your username and password. iMapData cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. With notice, iMapData reserves the right to delete or change a password at any time and for any reason.

5. **PROPRIETARY RIGHTS.** iMapData and/or its licensors, as applicable, retain all ownership right, title, and interest in and to all programs, software, information, and documentation associated with the iMapData System as well as any data or content compiled, collected, or associated with the iMapData System or with the selection or arrangement thereof. Following termination or expiration of this Agreement, there is no continuing right to use the iMapData System and, in particular, any of its associated software, data, or databases. iMAPDATA, iMAPDATA Plus Logo Design, and all other names, logos, and icons identifying iMapData and its products and services are proprietary trademarks of iMapData and/or its licensors, as applicable, and any use of such marks without the express written permission of iMapData is strictly prohibited. Except as expressly provided herein, iMapData does not grant any express or implied right to you or any other person under any intellectual or proprietary rights. Accordingly, unauthorized use of the iMapData System may violate intellectual property or other proprietary rights laws as well as other domestic and international laws, regulations, and statutes, including, but not limited to, United States copyright, trade secret, patent, and trademark law.

6. **CONFIDENTIALITY.** You acknowledge and agree that the iMapData System contains proprietary trade secrets and confidential information of iMapData and/or its licensors, including, without limitation, the data and databases made available through the iMapData System (the "Confidential Information"). At a minimum, you agree to secure and protect the confidentiality of the Confidential Information of iMapData in a manner consistent with the maintenance of iMapData's rights therein, using at least as great a degree of care as you use to maintain the confidentiality of your own confidential information of a similar nature, but in no event using less than reasonable efforts. You shall not, nor permit any third party to, sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information to third parties, except as expressly authorized in this Agreement. iMapData recognizes that courts of competent jurisdiction may require certain information to be released. Additionally, iMapData recognizes that Federal agencies are subject to the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552, and, accordingly, under FOIA procedures may be required to release information upon request that despite the fact that the vendor characterized the information as 'confidential.'

7. **SECURITY.** You shall not, nor shall you permit any third party to, disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure established by iMapData for use of the

iMapData System. iMapData reserves the right at any time, and with notice, to modify, suspend, or interrupt operation of or access to the iMapData System, or any portion thereof, in order to protect the integrity of the iMapData System. You will immediately notify iMapData if you become aware of any unauthorized use of the iMapData System.

8. **SUBMISSIONS.** iMapData welcomes your feedback and suggestions about iMapData's products or services or with respect to how to improve the iMapData System. By transmitting any suggestions, information, material, or other content (collectively, "feedback") to iMapData, you represent and warrant that such feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey such feedback to iMapData. In addition, any feedback received through the iMapData System will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for iMapData to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary.

9. **WARRANTY DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, iMAPDATA MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE INFORMATION, PROGRAMS, PRODUCTS, SERVICES, AND MATERIALS ASSOCIATED WITH OR AVAILABLE THROUGH THE iMAPDATA SYSTEM FOR ANY PURPOSE. THE iMAPDATA SYSTEM AND ANY SUCH INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS WELL AS ANY WARRANTY RELATED TO THE USE, OR THE RESULTS OF THE USE, OF THE iMAPDATA SYSTEM OR DOCUMENTATION ASSOCIATED THEREWITH IN TERMS OF AVAILABILITY, ACCURACY, SECURITY, RELIABILITY, OR OTHERWISE. iMAPDATA DO NOT WARRANT THAT THE iMAPDATA SYSTEM WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS. IN ACCORDANCE WITH THE FOREGOING, THE ENTIRE RISK AS TO THE AVAILABILITY, QUALITY, AND PERFORMANCE OF THE iMAPDATA SYSTEM IS WITH YOU.

10. **LIMITATION OF LIABILITY.** YOU EXPRESSLY ABSOLVE AND RELEASE IMAPDATA FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND IMAPDATA'S CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER CONNECTION PROBLEMS, COMPUTER VIRUSES, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, SEVERE WEATHER, EARTHQUAKES, OR NATURAL DISASTERS, STRIKES, OR OTHER LABOR PROBLEMS, WARS, OR GOVERNMENTAL RESTRICTIONS. MOREOVER, YOU AGREE THAT IN NO EVENT SHALL iMAPDATA BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE iMAPDATA SYSTEM BY YOU OR FOR ANY INFORMATION, PROGRAMS, PRODUCTS, SERVICES, AND MATERIALS AVAILABLE WITH OR THROUGH THE iMAPDATA SYSTEM, OR OTHERWISE ARISING OUT OF UTILIZATION OF THE iMAPDATA SYSTEM, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF iMAPDATA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, TOTAL LIABILITY OF iMAPDATA OR ITS THIRD PARTY LICENSORS FOR ANY REASON WHATSOEVER RELATED TO USE OF THE iMAPDATA SYSTEM OR ANY CLAIMS RELATING TO THIS AGREEMENT OR THE PRODUCT SHALL NOT EXCEED $5,000 (USD).

THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM IMAPDATA'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11. **GOVERNING LAW.** This Agreement has been made in and will be construed and enforced solely in accordance with United States Federal Law. Depending on the cause of action, venue is mandated by the applicable United States Federal Law.

12. **GOVERNMENT RESTRICTED RIGHTS. The iMapData System** is provided to the United States of America and/or any other country and its or their respective instrumentalities, agencies, or offices, regardless of form (collectively, the "Government") with RESTRICTED RIGHTS and/or LIMITED RIGHTS, as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (g) of the Rights in Data – General clause at 48 C.F.R. 52.227-14, or subparagraphs (b)(1) and (2) of the Commercial Computer Software License at 48 C.F.R. 52.227-19, as applicable. All iMapData products and materials, including the iMapData System, are commercial in nature, developed at private expense, and were not first produced in the performance of any Government contract. Accordingly, the data, software and documentation available through the iMapData System are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. For any use of the iMapData System that would require compliance by iMapData with a particular government requirement not identified herein or that would affect iMapData's rights, the applicable government entity, agency, or office must notify iMapData of said government requirement and obtain a waiver or exemption from such requirements for the benefit of iMapData before any government access to the iMapData System. Any Government Licensee shall also affix the following "Restricted Rights Notice" to any copy of the iMapData computer software made available to any U.S. Government Authorized User, in whole or in part:

Restricted Rights

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14. **MISCELLANEOUS.** The parties agree that this Agreement is for the benefit of the parties hereto as well as iMapData's licensors with respect to enforcing rights in such licensors' data. Accordingly, this Agreement is personal to you, and you may not assign your rights or obligations to any other person or entity without iMapData's prior written consent. Failure by iMapData to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver by iMapData of that or any subsequent default or failure of performance. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If any provision (or part thereof) contained in this Agreement is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein. No joint venture, partnership, employment, or agency relationship exists between you and iMapData as result of this Agreement or your utilization of the iMapData System, and you shall have no right to bind iMapData without its prior written permission. Headings herein are for convenience only. This Agreement, along with the underlying GSA Schedule Contract and GSA Purchase Order, agreed to by the GSA Customer and iMapData regarding the licensing of the iMapData System together represent the entire agreement between the GSA Customer and iMapData with respect to use of the iMapData System, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and iMapData with respect to the iMapData System.