



Master License Agreement

This Master License Agreement (hereinafter referred to as “Agreement”) is between you (“Licensee”) and Marshall and Associates, Inc., dba MarshallGIS, with its principal place of business at 2915 N. Cole Rd., Boise ID, 83704 USA, (hereinafter referred to as “MarshallGIS”). The Agreement includes and incorporates by reference (i) Exhibit A: General License Terms and Conditions, (ii) Exhibit B: Software Scope of Use, and (iii) the accepted Software quote and related purchase orders. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions.

Licensee may only use the type and number of copies or seats of the Software and Documentation for which the appropriate license fees have been paid to MarshallGIS and in accordance with the licensed configuration on file with MarshallGIS Customer Support.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.



Exhibit A

of Master License Agreement

General License Terms and Conditions

ARTICLE 1 – DEFINITIONS

As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

- a) **Authorized Users:** those employees, agents and independent contractors of the Licensee who are authorized by the Licensee to use the Software, Services and the Documentation.
- b) **Business Day:** any day which is not a Saturday, Sunday or public holiday in the US.
- c) **Change of Control:** the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.
- d) **Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information.
- e) **Licensee Data:** the data collected by the Vehicle Feeds, Licensee, Authorized Users, or MarshallGIS on the Licensee's behalf for the purpose of using the Services or facilitating the Licensee's use of the Services.
- f) **Normal Business Hours:** [8.00 am to 6.00 pm] Mountain time, each Business Day.
- g) **Subscription Term:** defined in the Software Maintenance Agreement.
- h) **Software:** means the actual copy of all or any portion of MarshallGIS proprietary software as shown in Exhibit B, and all associated computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media, including, but not limited to, online applications provided as part of the Services, virtual appliance, Platform as a Service, alpha, beta, prerelease, restricted version(s), or final commercial release provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under this Agreement.
- i) **Services:** the web or platform as a service (PaaS) services provided by MarshallGIS to the Licensee under this Agreement via www.marshallgis.com or any website notified to the Licensee by MarshallGIS from time to time as more particularly described in the Documentation.
- j) **Documentation:** means all of the printed and digital materials including, but not limited to, user documentation, training documentation, or technical information and briefings supplied under this Agreement or online via www.marshallgis.com or customer support portal or any other website notified to the Licensee from time to time.
- k) **Software Maintenance and Services Delivery Agreement:** means the agreement that defines the software maintenance and services delivery terms and payment for software and services licensed under this Agreement.
- l) **Standard Support and Maintenance Program:** means the MarshallGIS maintenance program for providing support in relation to the Services and Software as made available at www.marshallgis.com or such other website address as may be notified to the Licensee from time to time.

ARTICLE 2 – INTELLECTUAL PROPERTY OWNERSHIP AND RESERVATION OF RIGHTS

The Software and Documentation are owned by MarshallGIS and/or its licensor(s) and are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. MarshallGIS and/or its licensor(s) retain all rights, title, and ownership not granted herein to all copies of the Software and Documentation licensed under this Agreement. To the extent that any modifications are allowed under this Agreement to the Software and Documentation, such modifications shall not vest any rights, title, or interest in the Software and Documentation, including without limitation any right, title or interest

by implication or estoppel. From the date of receipt, Licensee agrees to use reasonable effort to protect the Software and Documentation from unauthorized use, reproductions, distribution, or publication.

ARTICLE 3 – GRANT OF LICENSE

3.1 License

In consideration of the mutual promises and covenants provided herein and for other good and valuable consideration, and conditioned upon compliance with all of the terms and conditions set forth in the Agreement, MarshallGIS grants to Licensee a personal, nonexclusive, nontransferable license as described further in Exhibit B Software License Type and Scope of Use. In addition to Licensee a personal nonexclusive, nontransferable license to access and use any secure MarshallGIS Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows MarshallGIS' terms of use policy specified therein. All password or controlled access information provided by MarshallGIS or its authorized distributor shall be treated as MarshallGIS Confidential Information.

3.2 Beta License

In the event MarshallGIS accepts Licensee into its current Beta Testing program, Licensee may be provided copies of alpha, beta, and/or prerelease (hereinafter collectively referred to as "Beta") Software for the limited purpose of testing the Beta Software in accordance with the Beta testing policies then in effect. Licensee agrees that the terms and conditions of a separate Beta Software Licensing Agreement shall, with addition to the terms and conditions of this Article 3.2 only, supersede the terms and condition of this Agreement for use of the Beta Software. Beta Software and Documentation delivered are confidential and proprietary to MarshallGIS and contain trade secrets, inclusive of unpublished specifications. In consideration of the rights granted herein, Licensee agrees to retain all Beta Software and Documentation provided to Licensee in confidence. Licensee shall maintain all results of testing in confidence and agrees not to disclose to any third party details pertaining to the Beta Software, Documentation, test results, or errors encountered. MarshallGIS reserves the right to determine which Beta Software and Documentation for subsequent interim beta release(s) or patch(es) will be made available to Licensee to test during the term of the Agreement. Beta Software is subject to change prior to its commercial release and may never be commercially released. Licensee is advised that such Software is not suitable or licensed for full use and accepts all responsibility for use of the same and any results generated.

3.3 Evaluation License

MarshallGIS may from time to time extend a limited term evaluation license(s) under the terms of this Agreement, for the duration authorized in any supporting documentation supplied by MarshallGIS. Any evaluation license subsequently converted to a full use license is also subject to the terms of this Agreement.

3.4 Consultant Access

Licensee may provide access to the Software or Documentation to any consultant or contractor of Licensee, provided that the consultant or contractor is using the Software or Documentation exclusively for the benefit of Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this Agreement and that the consultant or contractor had entered into a Non-Disclosure Agreement with Licensee so as to protect the Confidential Information of MarshallGIS.

ARTICLE 4 – SCOPE OF USE

4.1 Permitted Uses

- a) Licensee may (i) install and store server, single use and/or virtual appliance licensed software copies onto electronic storage device(s) and (ii) only use the Software and Documentation as described in Exhibit B

set forth herein and in accordance with the licensed configuration on file with MarshallGIS Customer Support or MarshallGIS authorized distributors.

- b) Licensee may make one (1) copy of the server, single use and/or virtual appliance licensed Software and Documentation for archival purposes during the term of this Agreement and Licensee may make routine computer backups of this licensed Software and implement a redundant installation for failover operations during the period the primary site is not operational. The redundant installation shall remain dormant except for system maintenance and updating of databases while the primary site is operational.
- c) Licensee may customize the Services or Software using any MarshallGIS approved customization tools, which may include a (i) macro or scripting language, (ii) open application programming interface (API), or (iii) source or object code libraries. Such modification shall be referred to as "Customized Solution." Licensee hereby grants MarshallGIS a non-exclusive, royalty-free, fully paid-up, worldwide, perpetual license to: (i) reproduce, prepare derivative works based on, and distribute all or part of any Customized Solution; and (ii) make, have made, use, offer to sell, sell, license or import any products (including software or services) under any intellectual property rights owned or licensed by Licensee which relate to all or part of any modification or methods or concepts embodied in or implemented through the execution of any Customized Solution. Licensee shall provide MarshallGIS with copies of the Customized Solution in source code form at the address supplied with the Licensed Software.
- d) Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for the Licensee's own internal use. The portion(s) of the Documentation supplied in digital format merged with other software and printed or digital documentation shall continue to be subject to the terms and conditions of this Agreement and shall provide the following copyright attribution notice acknowledging the proprietary rights of MarshallGIS and its licensor(s) in the Documentation supplied in digital format: "Portions of this document include intellectual property of Marshall and Associates, Inc., and its licensor(s) and are used herein under license. Copyright© 2016 MARSHALL AND ASSOCIATES, INC. ALL RIGHTS RESERVED."
- e) The Licensee shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify MarshallGIS.

4.2 Uses Not Permitted

- a) Licensee shall not sell; rent; lease; sublicense; lend; assign; time-share; or act as a service bureau or Application Service Provider (ASP) that allows third party access to the Services, Software and Documentation except as provided herein; or transfer, in whole or in part, access to prior or present versions of the Services, Software or Documentation, any updates, or Licensee's rights under this Agreement.
- b) Licensee shall not redistribute the Software developer license authorization file(s).
- c) Licensee shall not redistribute the Services or Software, in whole or in part, including, but not limited to, extensions, components, or DLLs without the prior written approval of MarshallGIS as set forth in an appropriate redistribution license agreement.
- d) Licensee shall not reverse engineer, decompile, disassemble, or otherwise reduce to human perceivable form all or any part of the Services, Software or Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction in order to protect MarshallGIS and its licensor(s) trade secrets and Confidential Information contained in the Services, Software or Documentation.

- e) Licensee shall not make any attempt to circumvent the technological measure(s) (e.g., License Manager, etc.) that controls access to or use of the Services, Software or Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- f) Licensee shall not use the Software to transfer or exchange any material where such transfer or exchange is prohibited by copyright or any other law.
- g) Licensee shall not remove or obscure any MarshallGIS or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Services, Software or Documentation.
- h) Other than during a reasonable transition time during an upgrade, Licensee shall not continue to use old versions of the Services, Software or Documentation in addition to the updated versions such that Licensee exceeds the quantity of licenses granted.
- i) Licensee shall not, except to the extent expressly permitted under this Agreement attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, Software and/or Documentation (as applicable) in any form or media or by any means; or
- j) Licensee shall not access all or any part of the Software, Services and/or Documentation in order to build a product or service which competes with the Software, Services and/or the Documentation.

ARTICLE 5 – SERVICES

5.2 Services Delivery

- a) MarshallGIS shall, during the Subscription Term, provide the Services and make available the Documentation to the Licensee on and subject to the terms of this Agreement. The Subscription Term is defined in the Software Maintenance Agreement.
- b) MarshallGIS may provide hardware components as part of the Services. GPS hardware will be replaced at no cost provided hardware does not need to be replaced due to incorrect (i) storage; (ii) installation; (iii) use; (iv) maintenance; (v) service; or (vi) repair by Licensee; or due to any form of alteration, misuse, neglect, abuse, or accident affecting the hardware.

5.3 Licensee Data

- a) The Licensee shall own all rights, title and interest in and to all of the Licensee Data however, MarshallGIS reserves the right to use and to allow third parties to use anonymous location, time, speed and other information obtained from Vehicles for traffic information, journey data analysis, mapping, fleet benchmarking or other related purposes.
- b) MarshallGIS shall follow its archiving procedures for Licensee Data as set out in its Back-Up Policy available on request, as such document may be amended by MarshallGIS in its sole discretion from time to time. In the event of any loss or damage to Licensee Data, the Licensee's sole and exclusive remedy shall be for MarshallGIS to use reasonable commercial endeavors to restore the lost or damaged Licensee Data from the latest back-up of such Licensee Data maintained by MarshallGIS in accordance with the archiving procedure described in its Back-Up Policy. MarshallGIS shall not be responsible for any loss, destruction, alteration or disclosure of Licensee Data caused by any third party (except those third parties sub-contracted by MarshallGIS to perform services related to Licensee Data maintenance and back-up).

5.4 MarshallGIS' Obligations

- a) MarshallGIS undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- b) The undertaking at clause 5.4 (a) shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to MarshallGIS' instructions, or modification or alteration of the Services by any party other than MarshallGIS or MarshallGIS' duly authorized contractors or agents. If the Services do not conform to the foregoing undertaking, MarshallGIS will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide the Licensee with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Licensee's sole and exclusive remedy for any breach of the undertaking set out in clause 5.4. Notwithstanding the foregoing, MarshallGIS:
 - i. does not warrant that the Licensee's use of the Services will be uninterrupted or error-free; nor that the Services, Software, Documentation and/or the information obtained by the Licensee through the Services will meet the Licensee's requirements; and
 - ii. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Licensee acknowledges that the Services, Software, and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- c) This Agreement shall not prevent MarshallGIS from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- d) MarshallGIS warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

5.5 Licensee's Obligations

The Licensee shall:

- a) provide MarshallGIS with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by MarshallGIS in order to render the Services, including but not limited to Licensee Data, security access information and configuration services;
- b) comply with all applicable laws and regulations with respect to its activities under this Agreement;
- c) carry out all other Licensee responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Licensee's provision of such assistance as agreed by the parties, MarshallGIS may adjust any agreed timetable or delivery schedule as reasonably necessary;
- d) ensure that the Authorized Users use the Services, software and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User's breach of this Agreement;
- e) obtain and shall maintain all necessary licenses, consents, and permissions necessary for MarshallGIS, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

- f) ensure that its network and systems comply with the relevant specifications provided by MarshallGIS from time to time; and
- g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to MarshallGIS' data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Licensee's network connections or telecommunications links or caused by the internet.

5.6 License, Risk of Loss, and Title Interests

MarshallGIS grants the Licensee a limited, non-transferable license to use GPS tracking unit provided to it by MarshallGIS for the purposes of the Agreement and for the Subscription Term. The Licensee assumes the risk of any loss, fire, damage, and theft of GPS tracking unit after delivery to the Licensee.

ARTICLE 6 – MAINTENANCE

Maintenance consists of Services, Software and Documentation updates and access to technical support and other benefits specified in the most current applicable MarshallGIS master Software Maintenance and Services Delivery Agreement then in force between MarshallGIS and Licensee.

ARTICLE 7 – TERM AND TERMINATION

- a) The license granted to Licensee by this Agreement shall commence upon the acceptance of this Agreement.
- b) Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:
 - i. the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - ii. an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 - iii. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder; or
 - iv. a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - v. the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - vi. the other party ceases, or threatens to cease, to trade; or
 - vii. there is a change of control of the other party; or
 - viii. the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- c) On termination of this Agreement for any reason:
 - i. all licenses granted under this Agreement shall immediately terminate;

- ii. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- iii. MarshallGIS may destroy or otherwise dispose of any of the Licensee Data in its possession unless MarshallGIS receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Licensee of the then most recent back-up of the Licensee Data. MarshallGIS shall use reasonable commercial endeavors to deliver the back-up to the Licensee within 30 days of its receipt of such a written request, provided that the Licensee has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Licensee shall pay all reasonable expenses incurred by MarshallGIS in returning or disposing of Licensee Data; and
- iv. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

ARTICLE 8 – LIMITED WARRANTIES AND DISCLAIMERS

8.1 Limited Warranties

For a period of ninety (90) days from the later of the date of keycode issuance or delivery of the Services, Software and Documentation to Licensee, MarshallGIS represents and warrants that (i) the unmodified Services or Software will substantially conform to the published Documentation given a MarshallGIS approved environment for the Services or Software described in Exhibit B and (ii) the media upon which the Services, Software and Documentation is provided will be free from defects in materials and workmanship under normal use and service.

8.2 General Disclaimer

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, MARSHALLGIS DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES FOR NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ANY AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. MARSHALLGIS' SUPPLIERS AND LICENSORS DO NOT MAKE OR PASS ON TO YOU OR ANY THIRD PARTY ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY OR REPRESENTATION, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES FOR NONINFRINGEMENT. MARSHALLGIS DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCOMFORMITIES CAN OR WILL BE CORRECTED.

8.3 Exclusive Remedy

Licensee's exclusive remedy and MarshallGIS' entire liability for breach of the limited warranties set forth in this Article 8 shall be limited, at MarshallGIS' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a work-around for the Services or Software subject to the MarshallGIS Customer Standard Support and Maintenance Program; or (iii) return of the license fees paid by Licensee for the Services, Software or Documentation that does not meet MarshallGIS' Limited Warranty, provided that Licensee uninstalls, removes, and destroys all copies of installed Software or Documentation, or removes access to hosted services, and executes and delivers to MarshallGIS or its distributor a Certification of Uninstallation and Destruction in a form acceptable to MarshallGIS. In no event shall Licensee's remedy include a refund, credit or discount for any implementation fees paid by Licensee that are not actual license fees paid to MarshallGIS. By way of example, such implementation fees include fees for any implementation services, including without limitation, any fees

associated with installing, training travel or otherwise preparing the Services, Software or Documentation for use by the Licensee.

ARTICLE 9 – LIMITATION OF LIABILITY

9.1 Disclaimer of Certain Types of Liability

In no event shall MarshallGIS or its licensor(s) be liable to Licensee for costs of procurement of substitute goods or services; lost profits; lost sales or business expenditures; investments; or commitments in connection with any business, loss of any goodwill, or for any indirect, special, incidental, or consequential damages arising out of or related to this Agreement or use of the Services, Software or Documentation, however caused, on any theory of liability, and whether or not MarshallGIS or its licensor(s) has been advised of the possibility of such damage. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

9.2 General Limitation of Liability

IN NO EVENT WILL MARSHALLGIS' TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO MARSHALLGIS BY LICENSEE FOR SERVICES, SOFTWARE AND DOCUMENTATION DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ROSE.

9.3 Applicability of Disclaimers and Limitations

Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Services, Software or Documentation or any other product or service delivered by MarshallGIS. The parties agree that MarshallGIS has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

9.4 Applicability of Disclaimers and Limitations

LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT LICENSEE IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MARSHALLGIS AND THE UNDERLYING CARRIER. IN ADDITION, LICENSEE ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO LICENSEE AND LICENSEE HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

ARTICLE 10 – INFRINGEMENT INDEMNITY

10.1 MarshallGIS shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that the Services, Software or Documentation infringes a U.S. patent, copyright, or trademark provided:

- a) Licensee promptly notifies MarshallGIS in writing of the claims, actions, or demands thereof;
- b) MarshallGIS has sole control of the defense of any claims, actions, or demands and negotiations related to the defense, or settlement of claims, actions, or demands, including the right to select counsel;
- c) Licensee cooperates fully in the investigation and defense of the claims, actions or demands; and

d) Licensee does not make any admission or enter any settlement or agreement with any person or party who is in any manner related to such claims, actions, or demands without the prior written consent of MarshallGIS.

10.2 If MarshallGIS believes that the Services, Software or Documentation is or will become the subject of an infringement claim, or in the event that use of the Services, Software or Documentation is enjoined, MarshallGIS, at its own expense, may in its sole discretion either (i) obtain the right for Licensee to continue using the Services, Software or Documentation or (ii) modify the Services, Software or Documentation to make it non-infringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially practical, the infringing items shall be returned to MarshallGIS, or access to MarshallGIS hosted Services or Software will be removed from Licensee's users, and MarshallGIS' sole liability shall be to refund license fees paid by Licensee prorated on a twenty percent (20%) per year straight line depreciation basis over a five (5) year period from the date of delivery.

10.3 MarshallGIS shall have no obligation hereunder to defend Licensee or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of non-infringing items, however acquired, with any items not supplied by MarshallGIS; (ii) infringement to the extent arising from material alteration of the Services, Software or Documentation by anyone other than MarshallGIS, its agents, or its contractors; (iii) the direct or contributory infringement of any process patent by Licensee through the use of the Services, Software or Documentation other than a process patent that is necessarily infringed by the internal processes executed within the Software itself when the Software is executed for its intended purpose; or (iv) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement.

10.4 THE FOREGOING IN THIS ARTICLE 10 STATES THE ENTIRE OBLIGATION OF MarshallGIS WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 11 – CONFIDENTIAL INFORMATION

11.1 During the term of this Agreement and from then on, each party will hold in strictest reasonable confidence, and not directly or indirectly use, disclose, transfer, sell, license, publish, reproduce or otherwise reveal, any Confidential Information without the other party's written permission. Any Confidential Information acquired by either party is and remains the property of the other party. Each party will secure and protect the other's Confidential Information in a manner sufficient to prevent such disclosure and will take appropriate action by instruction or agreement with its employees or other agents who are permitted access to the Confidential Information to satisfy its obligations under this Article 11. For purposes of this Agreement, "Confidential Information" includes information of any kind whatsoever that either party may reasonably regard as confidential information, including without limitation trade secrets, technical, business, marketing, and financial information however embodied. The Confidential Information of MarshallGIS shall include all aspects of the Software or Documentation as well as any other materials developed for and/or delivered to Licensee by MarshallGIS pursuant to this Agreement.

11.2 Information that: (i) is or becomes publicly available through no act or omission of the party receiving the information ("Receiving Party"); (ii) is rightfully received by the Receiving Party from a third party without restriction on disclosure; (iii) is independently developed by the Receiving Party without reference to, or use of, the information; (iv) is previously rightfully known to the Receiving Party, or (v) is disclosed pursuant to law or in response to an order of a court of competent jurisdiction or government authority, for purposes of this Agreement, shall not be considered Confidential Information.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Export Control Regulations

Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, or provide access to, or provide the Software or Documentation, in whole or in part, to (i) any country in which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, re-export, or provision violates any U.S. export control law or regulation. Licensee shall not export the Software and/or Documentation or any underlying information or technology to any facility in violation of these or other applicable laws and regulations. Licensee represents and warrants that it is not a national, resident, located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls.

12.2 Taxes and Fees, Shipping Charges

License fees quoted to Licensee are exclusive of any and all taxes or fees including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

12.3 No Implied Waivers

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

12.4 Severability

The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

12.5 Assignment

- a) Licensee shall not, without the prior written consent of MARSHALLGIS, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- b) MARSHALLGIS may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

12.6 Survival of Terms

The provisions of Articles 7, 8, 9, 10, and 11 of this Agreement shall survive the expiration or termination of this Agreement for any reason.

12.7 Equitable Relief

Licensee agrees that any breach of this Agreement by Licensee may cause irreparable harm and that, in the event of such breach, in addition to any and all remedies at law, MarshallGIS shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

12.8 Commercial Terms and Conditions

This Agreement contains MarshallGIS' commercial terms and conditions. Licensee's rights in the Services, Software and Documentation are strictly limited to the uses granted by this Agreement pursuant to FAR 12.211, FAR 12.212, and DFARS 227.7202. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Services, Software or Documentation, such rights shall extend only to the portion(s) affected and use, duplication, or disclosure by the U. S. Government is subject to restrictions as provided in FAR 52.227-19 (June 1987), FAR 52.227-14 (ALT III) (June 1987), DFARS 252.227-7015 (NOV 1995), or NFS 1852.227-86 (December 1987), as applicable. No other license terms or conditions shall apply unless expressly agreed in writing by MarshallGIS and Licensee.

12.9 Governing Law, Arbitration

- a) *Licensees in the United States of America, Its Possessions, and Territories* - This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without reference to conflict of laws principles. Except as provided in Article 12.7 above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-603), in lieu of the Arbitration provisions of this clause.
- b) *All Other Licenses* – All disputes arising in connection with the present Agreement that cannot be settled through negotiation shall be finally settled under the Rules of the American Arbitration Association by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be at a mutually agreed upon location. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

12.10 Entire Agreement

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

12.11 Force Majeure

MARSHALLGIS shall have no liability to the Licensee under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of MARSHALLGIS or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of MARSHALLGIS or its sub-contractors, provided that the Licensee is notified of such an event and its expected duration.

12.12 Attorney Fees

If any proceeding is brought concerning anything about this Agreement, the prevailing party shall recover from the other all reasonable attorney fees and costs incurred in proceeding and in any appeal thereof, in addition to any other relief to which it may be entitled.



Exhibit B

of Master License Agreement

Software License Type and Scope of Use

The following software products are licensed as part of the MarshallGIS Master License Agreement. The license type and scope of use for each MarshallGIS Software or Services product identified below is described in the associated applicable footnote listed below.

ID	Subject	Product Name	License Type
<input type="checkbox"/> KNXSW001	Server	GeoKNX [®] Server	a
<input type="checkbox"/> KNXSW002	Server	GeoKNX [®] Server - GIS only	a
<input type="checkbox"/> KNXSW010	Mobile	GeoKNX [®] Mobile	b
<input type="checkbox"/> KNXSW011	Mobile	GeoKNX [®] Mobile (OEM)	b
<input type="checkbox"/> KNXSW012	Mobile	GeoKNX [®] Mobile (OEM GDB)	b
<input type="checkbox"/> KNXSW013	Mobile	GeoKNX [®] Mobile - GIS only	b
<input type="checkbox"/> KNXSW014	Mobile	GeoKNX [®] Mobile (OEM) - GIS only	b
<input type="checkbox"/> KNXSW015	Mobile	GeoKNX [®] Mobile (OEM GDB) - GIS only	b
<input type="checkbox"/> KNXSW030	Spatial Administrator	GeoKNX [®] Spatial Administrator	b
<input type="checkbox"/> KNXSW040	Sync	GeoKNX [®] Sync	b
<input type="checkbox"/> GRSW072	Toolbox	GeoKNX [®] Toolbox	b
<input type="checkbox"/> GRSW073	AddressLink	GeoKNX [®] AddressLink	b
<input type="checkbox"/> LiGO-001	PaaS Services	LiGO [®]	c
<input type="checkbox"/> LiGOV-001	Virtual Appliance PaaS Services	LiGO [®] -V	d
<input type="checkbox"/> LiGOA-001	Web Services	LiGO [®] -Access	a

- ^a Licensed as a “server license” for each server. “Server license” means a license for the server Software that resides on a per computer server basis and provides services to multiple users in a global client /server distributed computing environment. Licensee is authorized to use the number of server licenses paid for under the recurring Software Maintenance and Services Delivery Agreement.

- ^b Licensed as a “single use license” for each end user that will use the Software or Documentation. “Single use license” means a license must be dedicated for each computer or network access point that has user rights for the Software or Documentation. Licensee is authorized is to the number of single use licenses paid for under the recurring Software Maintenance and Services Delivery Agreement.

- ^c Licensed as a “platform as a service license” or PaaS license for each server. “PaaS license” means a license to use the hosted Services and Documentation, data, connected telematics devices with data connectivity. Licensee is authorized to use the PaaS license for the number of connected devices that are paid for under the recurring Software Maintenance and Services Delivery Agreement. Licensee is authorized to have a limited number of users of the web and mobile applications that are part of the PaaS. The authorized number of web and mobile application users is up to one-half (1/2) of the number of connected devices.

^d Licensed as a “virtual appliance license” for each server. “Virtual appliance license” means a license to use the virtual appliance on the licensee’s server on a per computer basis and provides services to multiple users in a global client/server distributed computing environment. Licensee has a license to use the virtual appliance Services and Documentation, data, connected telematics devices with data connectivity. Licensee is authorized to use the virtual appliance license for the number of connected devices that are paid for under the recurring Software Maintenance and Services Delivery Agreement and for the number of server licenses paid for. Licensee is authorized to have an unlimited number of users of the web and mobile applications that access the virtual appliance.