



**MASTER LICENSE AGREEMENT**  
VERTIGIS NA Contract Number: \_\_\_\_\_

This Master License Agreement (“Agreement”) is between the licensee printed below (“Licensee”), VertiGIS North America Ltd. (“VERTIGIS NA”), as licensor of the Software, Data, Online Services and/or Documentation licensed under this Agreement, and the distributor listed below (“Distributor”), who is authorized by VERTIGIS NA to distribute updates and provide technical support for said Software, Data, Online Services and/or Documentation to Licensee. The Agreement includes (i) this signature page, (ii) the General License Terms and Conditions, (iii) the Exhibit and (iv) VERTIGIS NA or Authorized Distributor’s ordering document. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions hereof as applicable to each party.

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, and any terms on Licensee’s purchase order. Any modification(s) or amendment(s) to this Agreement must be accepted by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

\_\_\_\_\_  
(Licensee)

\_\_\_\_\_  
(Distributor)

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Licensee Contact Information**

Contact: \_\_\_\_\_

VERTIGIS NORTH AMERICA LTD.  
(VERTIGIS NA)

Address: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**VERTIGIS NA General License Terms and Conditions**  
**Exhibit 1: Scope of Use**

## ARTICLE 1. DEFINITIONS

**Definitions.** The terms used are defined as follows:

- a. "Beta" means any alpha, beta, or prerelease Product.
- b. "Data", except as otherwise provided herein, means any digital data set(s) owned by VERTIGIS NA or its licensor(s), including, but not limited to, geographic, vector data coordinates, raster data reports, or associated tabular attributes.
- c. "Documentation" means all of the printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- d. "License" means a license or access to the Products for which applicable subscription fees have been paid for a specified time period ("Term") on a subscription basis.
- e. "Licensee Content" means any electronic information, including but not limited to, any data, information or material, such as posts, comments, documents, project information, application data, user information and account information which is submitted, created, saved, added, uploaded or made available by Licensee or any of its authorized users to VERTIGIS NA through the Software and/or Online Services. Licensee Content shall not include the Software, Data and Documentation.
- f. "Online Services" means the VERTIGIS NA computing and data services, and other software services, that are accessed over the internet and subscribed to by Licensee, including without limitation, third party software services or data components that perform GIS functions, tasks, or data services.
- g. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Product(s) or maintenance and/or technical support services that Licensee orders.
- h. "Product(s)" means the Software, Data, Online Services, and Documentation.
- i. "Software" means VERTIGIS NA's proprietary and licensed software technology, computer software code, components, dynamic link libraries (DLLs), underlying organization, object model, and programs delivered on any media, including any release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension, or merged copies permitted hereunder, excluding the Online Services and all related software and technology.

## ARTICLE 2. INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

VERTIGIS NA is the owner and/or authorized licensee of all intellectual property rights in the Product(s), including, without limitation, written materials, logos, names and other support materials provided pursuant to this Agreement and prior to the execution of this Agreement. Subject to the licenses expressly granted by VERTIGIS NA herein, these terms of use do not transfer from VERTIGIS NA to Licensee any interest in the Product(s), all right, title and interest in which remains solely with VERTIGIS NA or its licensors. The Product(s) are licensed and not sold. VERTIGIS NA does not and has not transferred any ownership interests in any form or manner to the Licensee. VERTIGIS NA and its licensors own the Product(s), which are protected by Canadian law and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. From the date of receipt or access, Licensee agrees to use reasonable means to protect the Product(s) from unauthorized use, reproduction, distribution, or publication. VERTIGIS NA and its licensors reserve all rights not specifically granted in this Agreement including the right to change and improve or discontinue Products.

## ARTICLE 3. GRANT OF LICENSE

**3.1 Grant of License.** Subject to the terms and conditions set forth in this Agreement, VERTIGIS NA grants to Licensee a personal, non-exclusive, nontransferable license to:

- a. Access and use the Products, as set forth in the applicable Ordering Documents and Documentation (i) for which the applicable License fees have been paid to VERTIGIS NA or its authorized distributor, and (ii) in accordance with any Exhibit(s), and the licensed configuration as authorized by VERTIGIS NA or its authorized distributor.
- b. Access and use specific secure VERTIGIS NA online site resources made available to the Licensee for Licensee's internal use only, provided that Licensee also follows any additional terms of use specified therein. All passwords, user identifications, or other activation keys that are provided by VERTIGIS NA to Licensee to enable Licensee to access controlled information and any controlled access information

provided by VERTIGIS NA or its authorized distributor shall be treated as VERTIGIS NA confidential information. For greater certainty, Licensee shall not allow anyone to use or have access to the Product(s), passwords, user identifications, or other activation keys that are provided by VERTIGIS NA or its authorized distributor to Licensee.

Such grant includes the right to use, but not to modify or copy in any manner whatsoever except as provided herein, the Product(s), in whole or any portion thereof. Except as provided herein, this grant does not include the use of and access to the Product(s) by any third party. Licensee shall take all reasonable precautions to prevent third parties from using the Product(s) in any way that would constitute a breach of this Agreement, including, without limitation, such precautions as Licensee would otherwise take to protect its own proprietary software or hardware or information.

The license grants in this section shall continue for the duration of the Term set out in the applicable Ordering Documents.

**3.2 Beta License.** Licensee may be accepted into a current Beta testing program. Licensee may be provided copies of, or access to, Beta for the limited purpose of testing Beta in accordance with the Beta testing policies then in effect. Delivered Beta is confidential and proprietary to VERTIGIS NA and/or its licensor(s) and contains trade secrets inclusive of unpublished specifications. Licensee agrees to retain all Beta in confidence. Except for a “public” Beta testing program, Licensee shall maintain results of testing, performance statistics, errors, or any other quality issues encountered in confidence and agrees not to disclose same to any third party. Beta is subject to change prior to its commercial release and may never be commercially released. Licensee acknowledges that such Beta is not suitable or licensed for full use and accepts all responsibility for use of the same and any results generated. Licensee may from time to time provide suggestions or comments regarding performance, usability or effectiveness, bug reports, test reports or other feedback (collectively, “Feedback”) to VERTIGIS NA with respect to Beta. VERTIGIS NA and/or its licensor(s) retain title to such comments and may freely use, disclose, reproduce, license, distribute, and otherwise commercialize any Feedback. A Beta testing program may have additional requirements. Products provided under a Beta Program are for testing purposes only and not for commercial use, and do not qualify for VERTIGIS NA or distributor maintenance or technical support services.

**3.3 Evaluation License.** VERTIGIS NA or its authorized distributor may from time to time offer a limited term license(s) or subscription(s) for Product(s) for use by the Licensee for the limited purpose of evaluation. Products provided under an evaluation license are not for commercial use and do not qualify for VERTIGIS NA or distributor maintenance or technical support services. After the limited term expires, the Licensee has no rights whatsoever to access or use the Product(s) unless the Licensee makes separate arrangements in writing with VERTIGIS NA.

**3.4 Educational Use License.** If Licensee has been qualified by VERTIGIS NA or its authorized distributor to receive education pricing, Licensee agrees to use the Product(s) solely for educational, research, and academic purposes that are noncommercial in nature. Licensee shall not use the Product(s) for any administrative or profit-generating activities.

**3.5 Consultant Access.** Licensee may provide access to the Product(s) to any consultant or contractor of the Licensee, provided that the consultant or contractor is using the Product(s) exclusively for the benefit of the Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this Agreement. Licensee shall require consultant or contractor to discontinue use of, and access to, the Product(s) upon completion of work for Licensee. Access to or use of Product(s) by consultants or contractors not exclusively for Licensee's benefit is prohibited.

**3.6 Third Party Software.** Unless included in the software for the Products, Licensee will be responsible for purchasing licenses for any third-party software that is required in connection with the use of the Products, from the third party licensors. Use of any third-party software will be subject to the terms of the applicable third party license agreement, and VERTIGIS NA and/or its licensors provide no warranties and will have no liability in connection with Licensee's or any other party's use of such third party software.

**3.7 Fees.** The Licensee shall pay to VERTIGIS NA or its authorized distributor the License fees set out in the Ordering Document.

## ARTICLE 4. SCOPE OF USE

### 4.1 Permitted Uses. Subject to the terms and conditions set forth in this Agreement, **Licensee may:**

- a. Install and store copies of the Software, Data, and Documentation onto electronic storage device(s).
- b. Make one (1) copy of the Software, Data, and Documentation for archival purposes. Licensees may make routine computer backups.
- c. Customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- d. Use, copy, or prepare derivative works of the Documentation supplied in a digital format and thereafter reproduce, display, and distribute the customized documentation only for the Licensee's own internal use. The portion(s) of the Documentation supplied in digital format merged with the 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 VERTIGIS NA and its licensor(s) in the Documentation supplied in digital format: "Portions of this document include intellectual property of VertiGIS North America Ltd. and its licensor(s) and are used herein under license. Copyright © *[Insert the actual copyright date(s) from the source materials]* VertiGIS North America Ltd. and its licensor(s). All rights reserved."

### 4.2 Uses Not Permitted

Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, **Licensee shall not:**

- a. Sell, rent, lease, sublicense, lend, assign, transfer, translate, export, or time-share the Product(s).
- b. Act as a service bureau or commercial Application Service Provider (ASP) that allows third-party access to the Product(s). A commercial ASP means a licensee who uses Product(s) for a site or service and operates the site or the service for a profit or generates revenue by charging for access to the site or service. Licensee may only use the Product for Commercial ASP Use provided that Licensee acquires a Commercial ASP Use License.
- c. Distribute the Software to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs without prior written approval of VERTIGIS NA.
- d. Reverse engineer, decompile, cross-assemble, or disassemble the Product(s).
- e. Remove or obscure any VERTIGIS NA (or its licensor(s)') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder.
- f. Make any attempt to circumvent the technological measure(s) that controls access to, or use of, the Product(s).
- g. Distribute Product authorization codes or user credentials to third parties, except as provided in this Agreement.
- h. Use Products in violation of VERTIGIS NA's, its licensor(s)', or a third party's rights, including intellectual property rights, privacy rights, non-discrimination laws, or any other applicable law or government regulation.
- i. Unbundle individual or component parts of the Software or Data for independent use.
- j. Incorporate any portion of Product into any product or service that competes with any Product.
- k. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with any Product in a manner that would subject such code or any part of the Product to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.
- l. Use the Products to transmit spam, spoof, phish or junk email or messages, transmit offensive or defamatory material, or stalk or make threats of physical harm.
- m. Introduce any kind of malware, including but not limited to viruses, worms, Trojan horses or other harmful code that may damage the operation of the Online Services or the systems of other users of the Online Services.
- n. Attempt to gain unauthorized access to the Online Services or their related systems or networks.
- o. Use the Online Services in any manner that could damage, disable, overburden or impair any part of the Online Services, or interfere with any other user's ability to access or use the Online Services.
- p. Probe, scan or test the vulnerability of the Online Services or breach any security or authentication measures used by the Online Services.
- q. Benchmark the availability, performance, or functionality of the Online Services for competitive purposes.

**4.3 Right to Audit.** VertiGIS NA or its authorized distributor reserves the right to audit Licensee's deployment of the Products to verify compliance with Licensee's authorized use as set out in the Ordering Document and this Agreement.

## ARTICLE 5. ONLINE SERVICES

**5.1 User Activity.** Licensee is responsible for any use of the Online Services through Licensee's account or other means of accessing the Online Services specific to Licensee, whether authorized or unauthorized and any liability incurred as a result.

**5.2 Unauthorized Access.** Licensee will use all reasonable efforts to prevent unauthorized access to or use of the Online Services and will not share any passwords, usernames, access keys or other login credentials for the Online Services. Licensee will promptly notify VERTIGIS NA of any known or suspected unauthorized access to or use of the Online Services or any loss, theft or unauthorized use of login credentials.

**5.3 Modification of Online Services.** VERTIGIS NA may implement updates to modify the features or functions of the Online Services ("Update") at any time and at its sole discretion. In the event an Update results in the removal of material functionality of the Online Services, VERTIGIS NA shall endeavor to provide Licensee with at least sixty (60) days notice of the Update and Licensee may, within 60 days of receiving such notice, terminate the License by providing written notice to VERTIGIS NA and receive a refund of any prepaid License fees prorated for the remainder of the Term following the termination date.

**5.4 Suspension of Online Services.** VERTIGIS NA reserves the right to temporarily suspend Licensee's access to or use of the Online Services in the event: (i) VERTIGIS NA reasonably believes that Licensee's access to or use of the Online Services may result in liability to VERTIGIS NA or adversely affect the integrity, functionality or usability of the Online Services, including without limitation, interfering with the access to or use of the Online Services by other users; (ii) Licensee is in breach of this Agreement, including without limitation, a failure to pay any amounts due under this Agreement; or (iii) the Online Services are undergoing scheduled maintenance. VERTIGIS NA shall not be responsible for any damages, liabilities or losses of Licensee in connection with any suspension of the Online Services that result from the foregoing.

**5.5 Online Services Interruption.** System failures or other events beyond VERTIGIS NA's reasonable control may interrupt Licensee's access to the Online Services. VERTIGIS NA may not be able to provide advance notice of such interruptions.

**5.6 Licensee Content.** Licensee shall at all times remain the owner of Licensee Content. Licensee hereby grants to VERTIGIS NA a non-exclusive, royalty-free, perpetual, irrevocable, transferable, world-wide license (with the right to sublicense) to access, use, reproduce, modify, transmit, display, store, index and archive the Licensee Content solely for the purposes of: (i) providing the Online Services to Licensee, and (ii) generating and exploiting aggregated and/or statistical data, provided that such data does not contain information that is personally identifiable or identifiable with Licensee.

**5.7 Transmission of Data.** Licensee acknowledges that hosting data online involves risks of unauthorized access and disclosure and that such risk is inherent in Licensee's access to and use of the Online Services. Licensee agrees that VERTIGIS NA will not be responsible or liable in any manner for any Licensee Content or other data which is lost, altered or intercepted without authorization due to errors or actions of third parties, and VERTIGIS NA offers no representations or warranties with respect to the foregoing.

**5.8 Third Party Products and Services.** Licensee acknowledges that the Online Services are provided in part through the use of third-party software, hardware, and hosting and storage services. While VERTIGIS NA has used reasonable efforts to engage high-quality third-party product and services providers, neither VERTIGIS NA nor its third-party suppliers shall be responsible for, and provide no representations or warranties with respect to, any third-party hardware, software or services used in connection with the delivery of the Online Services.

## ARTICLE 6. PRIVACY

**6.1 Privacy Policy.** Licensee acknowledges it has been informed about the VERTIGIS NA Privacy Policy located at <https://vertigisstudio.com/legal> (the "Privacy Policy"), which is applicable to the collection, use and disclosure by VERTIGIS NA of personal information relating to Licensee and/or its representative(s) in the context of VERTIGIS NA performing this Agreement and related purposes which is incorporated by reference into this Agreement.

**6.2 Personal Data.** Licensee acknowledges that Licensee Content may be capable of identifying individual users of the Online Services or other natural persons ("Personal Information"). Personal Information is collected and used by VERTIGIS NA for the purpose of providing the Online Services to Licensee in accordance with this Agreement.

**6.2.1 Application of Regulation (EU) 2016/679 (EU GDPR).** If Licensee is located in the European Economic Area, the Data Protection Addendum, located at <https://vertigisstudio.com/legal> (the "Data Protection Addendum") shall apply and is hereby incorporated by reference into this Agreement. In such event, VERTIGIS NA shall process Personal Information on behalf of Licensee, where VERTIGIS NA shall act as 'processor' and Licensee as 'controller', within the meaning of article 4 of EU Regulation 2016/679. The Data Protection Addendum shall qualify as a written instruction by Licensee.

**6.3 Legal Compliance.** Licensee shall comply with all applicable privacy laws in connection with its use of the Products and this Agreement. Without limiting the generality of the foregoing, Licensee will notify all of its personnel and other individuals using the Online Services about the information handling practices detailed in this Article 6 and the Privacy Policy and will obtain all necessary consents required under applicable privacy law from such individuals with respect to the foregoing. Licensee acknowledges and agrees that: (i) the Online Services are only offered in jurisdictions in which the Online Services are not in violation of applicable privacy laws, including without limitation, any "do not track" legislation, (the "Legal Jurisdictions"); (ii) Licensee is responsible for determining the legality of the Online Services in the Licensee's jurisdiction; and (iii) all licenses and subscriptions granted to Licensee hereunder are not valid outside the Legal Jurisdictions.

## **ARTICLE 7. TERM, EXPIRATION, TERMINATION**

The License is effective upon acceptance of this Agreement and shall continue until (i) expiration of a License or (ii) either party terminates the License for a material breach that is not cured within thirty (30) days of written notice to the other party, except that termination is immediate for a material breach of a nature that is impossible to cure. Upon expiration or termination of a License, Licensee shall (i) stop accessing and using affected Product(s) (ii) cease all access and use of Online Services and clear Online Services client-side data cache and (ii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to VERTIGIS NA or its authorized distributor.

## **ARTICLE 8. LIMITED WARRANTIES AND DISCLAIMERS**

**8.1 Limited Warranties.** For a period of ninety (90) days from the date of receipt of Software or Online Services authorization or keycode file(s) by Licensee, VERTIGIS NA warrants that (i) the unmodified Software and Online Services will substantially conform to the published Documentation and (ii) the media upon which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service.

**8.2 Data Disclaimer.** If included under this Agreement, Licensee acknowledges and agrees that the Data has been obtained from sources believed to be reliable, but the accuracy and completeness of the Data are not guaranteed and the Data may contain some nonconformities, defects, errors, or omissions. VERTIGIS NA AND ITS LICENSOR(S) MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE DATA, AND THE DATA IS PROVIDED "AS IS." Without limiting the generality of the preceding sentence, VERTIGIS NA and its licensor(s) do not warrant that the Data will meet Licensee's needs or expectations, that the use of the Data will be uninterrupted, or that all nonconformities can or will be corrected. VERTIGIS NA and its licensor(s) are not inviting reliance on the Data, and Licensee should always verify Data before any such reliance.

### **8.3 Fault Tolerance Disclaimer**

- a. The Product(s) are not fault-tolerant and are not designed, manufactured, or intended for resale or use in insurance underwriting or with critical health and safety or online control equipment in hazardous environments that require fail-safe performance, such as, but not limited to, in the operation of nuclear facilities, aircraft navigation, or communication systems, air traffic control, real-time emergency response, real-time terrorism prevention or response, life support, or weapons systems ("Fault-Intolerant Activities"). VERTIGIS NA AND ITS LICENSOR(S) SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR USE IN FAULT-INTOLERANT ACTIVITIES.
- b. To the extent permitted by law, Licensee agrees to indemnify, defend, and hold VERTIGIS NA, its licensor(s) and their respective officers, directors, employees, agents, subcontractors, licensors, successors, and assigns harmless from and against any and all liability, losses, claims, expenses (including attorney's fees), demands, or damages of any kind, including direct, indirect, special, punitive, incidental, or consequential damages, arising out of or in any way connected with the Licensee's use or permitting the use by others of the Software, Online Services, and Data for Fault-Intolerant Activities. Delivery of the Software, Online Services, and Data does not constitute a waiver of the rights and obligations set forth in this Article.

**8.4 Special Disclaimer.** SAMPLE CODE, SAMPLE APPLICATIONS, SAMPLE EXTENSION, HOT FIXES, EVALUATION SOFTWARE, AND BETA ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLE CODE, SAMPLE APPLICATION, SAMPLE EXTENSION, HOT FIXES, EVALUATION SOFTWARE, AND BETA.

**8.5 Internet Disclaimer.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (1) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (2) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (3) NONE OF THE PARTIES ARE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OR OPERATION OR SERVICE INTERRUPTIONS TO ANY PORTION OF THE INTERNET OR RELATED INFRASTRUCTURE OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE ONLINE SERVICES. LICENSEE FURTHER ACKNOWLEDGES THAT USE OF THE ONLINE SERVICES INVOLVES RISKS OF UNAUTHORIZED ACCESS AND DISCLOSURE AND THAT SUCH RISK IS INHERENT IN LICENSEE'S ACCESS TO AND USE OF THE ONLINE SERVICES. LICENSEE AGREES THAT VERTIGIS NA WILL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY LICENSEE CONTENT OR OTHER DATA WHICH IS LOST, ALTERED OR INTERCEPTED WITHOUT AUTHORIZATION DUE TO THE ERRORS OR ACTIONS OF THIRD PARTIES AND VERTIGIS NA OFFERS NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE FOREGOING.

**8.6 General Disclaimer.** EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, VERTIGIS NA AND ITS LICENSOR(S) DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. VERTIGIS NA DOES NOT WARRANT THAT THE PRODUCT(S) WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT TOLERANT, FAIL-SAFE OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCT(S) ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE.

**8.7 Exclusive Remedy.** Licensee's exclusive remedy and VERTIGIS NA's entire liability for breach of the limited warranties set forth in this Article 8 shall be limited, at VERTIGIS NA's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or provision of a work-around for the defective Software or Online Services such that it substantially conforms to the published Documentation; or (iii) a refund of the License fees actually paid by Licensee for the defective Software or Online Services, provided that the Licensee uninstalls, removes, or destroys all copies of the Software and ceases access to and use of the Online Services, and executes and delivers evidence of such actions to VERTIGIS NA or its authorized distributor.

## **ARTICLE 9. LIMITATION OF LIABILITY**

**9.1 Disclaimer of Certain Types of Liability.** VERTIGIS NA, ITS AUTHORIZED DISTRIBUTORS, AND ITS LICENSOR(S) SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; 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 PRODUCT(S), HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT VERTIGIS NA, ITS LICENSOR(S), OR ITS AUTHORIZED DISTRIBUTOR 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.** EXCEPT AS PROVIDED IN ARTICLE 10—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF VERTIGIS NA, ITS LICENSOR(S) AND ITS AUTHORIZED DISTRIBUTOR 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, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR THE PRODUCT(S) THAT GIVE RISE TO THE CAUSE OF ACTION.

**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 Product(s) or any other product or service delivered by VERTIGIS NA or its authorized distributor. The parties agree that VERTIGIS NA or its authorized distributor has set its prices and entered into this Agreement or agreed to the supply of the Product(s) or maintenance and/or technical support services for Products licensed under this Agreement in reliance upon the disclaimers and limitations set forth herein, and that the same form an essential basis of the bargain between the parties.

THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. VERTIGIS NA DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

## ARTICLE 10. INFRINGEMENT INDEMNITY

**10.1** VERTIGIS NA shall defend, indemnify as described below, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorney's fees, arising out of any claims, actions, or demands by a third party alleging that Licensee's use of the Software or Online Services infringes a U.S. or Canadian patent, copyright, or trademark provided:

- a. Licensee promptly notifies VERTIGIS NA in writing of the claim;
- b. Licensee provides VERTIGIS NA documents describing the allegations of infringement;
- c. VERTIGIS NA has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates fully in the defense of the claim at VERTIGIS NA's request.

**10.2** If the Software or Online Services is found to infringe a Canadian or US patent, copyright, or trademark, VERTIGIS NA, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services, or (ii) modify the allegedly infringing elements of the Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the License shall terminate, and Licensee shall cease accessing or using the infringing Software or Online Services and shall uninstall and return to VERTIGIS NA or its authorized distributor any infringing item(s). VERTIGIS NA's entire liability shall then be to indemnify Licensee pursuant to Article 10.1 and refund the License fees paid with respect to the remainder of the Term.

**10.3** VERTIGIS NA shall have no obligation to indemnify or defend Licensee or to pay any resultant costs, damages, or attorney's fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of the Software or the Online Services with a product, process, or system not supplied by VERTIGIS NA or specified by VERTIGIS NA in its Documentation; (ii) material alteration of the Software or the Online Services by anyone other than VERTIGIS NA or its subcontractors; or (iii) use of the Software or the Online Services after modifications have been provided by VERTIGIS NA for avoiding infringement or use after a return is ordered by VERTIGIS NA under Article 10.2.

**10.4** THE FOREGOING STATES THE ENTIRE OBLIGATION OF VERTIGIS NA, ITS LICENSOR(S) AND ITS AUTHORIZED DISTRIBUTOR WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## ARTICLE 11. GENERAL PROVISIONS

**11.1 Future Updates.** Use of Products licensed under this Agreement is covered by the terms and conditions herein. New or updated Products may require additional or revised terms of use under the then-current VERTIGIS NA License Agreement. VERTIGIS NA will make new or revised terms of use available at <https://vertigisstudio.com/legal> or provide notice of new or revised terms to Licensee.

**11.2 Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, reexport or provide the Product(s), in whole or in part, to (i) with the exception of Cuba, any country to which Canada or 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, reexport, or import violates any export control laws or regulations including amendments and supplemental additions as they may occur from time to time. Licensee shall not export the Product(s) or any underlying information or technology to any facility in violation of these or other applicable laws and warrants that it or its employees, consultants, or customers who gain access to the Product(s) are not a national, resident, or located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls.

**11.3 Taxes and Fees, Shipping Charges.** License fees quoted to Licensee are exclusive of any and all applicable 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.



**11.4 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 the right of such party thereafter to enforce that or any other provision.

**11.5 Severability.** If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

**11.6 Successor and Assigns.** Licensee shall not copy, assign, sublicense, sublease, redistribute, or transfer Licensee's rights or the rights of a contractor or third party or delegate its obligations under this Agreement without VERTIGIS NA's and its authorized distributor's prior written consent, and any attempt to do so without VERTIGIS NA's and its authorized distributor's prior and written consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement. Notwithstanding, a Government contractor that has acquired the Product(s) under contract to the Government may assign its rights under this Agreement to its Government customer upon written notice to VERTIGIS NA, provided the Government customer assents to the terms of this Agreement.

**11.7 Survival of Terms.** The provisions of Articles 8, 9, 10, and 11 of this Agreement shall survive the expiration or termination of this Agreement.

**11.8 Equitable Relief.** Licensee acknowledges and agrees with VERTIGIS NA that any breach of this Agreement by Licensee, its employees, representatives, contractors or other third parties may cause serious and irreparable harm to VERTIGIS NA and/or its licensor(s) which cannot adequately be compensated in damages. Further, Licensee acknowledges and agrees with VERTIGIS NA that, in the event of such a breach, in addition to any and all remedies available to VERTIGIS NA, its licensor(s) or its authorized distributor at law, VERTIGIS NA, its licensor(s) and/or its authorized distributor shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief. Licensee hereby consents to any request made by VERTIGIS NA, its licensor(s) or its authorized distributor for an injunction, specific performance or other equitable remedy and to such an injunction, specific performance or other equitable remedy being issued against it restraining it from any further breach of such provision or requiring any action by Licensee whatsoever. Such injunction, specific performance or other equitable remedy shall not be construed to preclude or to be in derogation of any other remedy to which VERTIGIS NA may be entitled under the laws of Canada or the home jurisdiction of Licensee.

**11.9 U.S. Government Restricted Rights.** The Product(s) are provided with restricted rights. The Product(s) are commercial computer software, commercial data, commercial Online Services, and commercial computer software documentation. This Agreement contains VERTIGIS NA's commercial license terms and conditions for such items. The commercial license rights in this Agreement strictly govern Licensee's use, reproduction, or disclosure of the Product(s). No other license terms or conditions shall apply unless expressly agreed in writing by VERTIGIS NA and Licensee. The Software source code is unpublished and all rights to the Product(s) are reserved under international and national copyright laws. In the event any court, arbitrator, or board holds that the Licensee has greater rights to any portion of the Product(s) under applicable public procurement law, such rights shall extend only to the portions affected. 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), or the local, state, or foreign equivalent, as applicable. The owner or authorized licensor is VertiGIS North America Ltd., 300-1117 Wharf Street, Victoria, British Columbia, Canada V8W 1T7.

#### **11.10 Governing Law, Arbitration**

- a. *Licensees in Canada and the United States of America, Its Territories, and Outlying Areas.* This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia without reference to its conflict of laws principles. Except as provided in Article 11.8, any dispute 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 Canadian Commercial Arbitration Centre (in Canada) or the American Arbitration Association (in the US) under their respective Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered into a court of competent jurisdiction. 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 601-613), in lieu of the Arbitration provisions of this clause.
- b. *All Other Licensees.* Except as provided in Article 11.8, any dispute arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce 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 Vancouver, British Columbia, Canada.
- c. 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.

- d. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

#### **11.11 Maintenance and Technical Support**

a. Maintenance for qualifying Products and technical support services ordered directly from VERTIGIS NA will be provided in accordance with VERTIGIS NA's Maintenance and Technical Support Policy (L400) available at <https://vertigisstudio.com/legal>, which VERTIGIS NA, in its sole discretion, may revise from time to time.

b. Maintenance for qualifying Products and technical support services ordered directly from a VERTIGIS NA authorized distributor will be provided in accordance with the distributor's then current standard maintenance program policy or VERTIGIS NA's L400, as indicated by the distributor.

**11.12 Force Majeure.** Except with respect to payment obligations under this Agreement, neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from, directly or indirectly, causes beyond the reasonable control of the affected party, including but not limited to fire, floods, earthquakes, epidemic, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, cyberattacks, disruptions or outages of third party services, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the affected party shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall resume performance hereunder as commercially reasonable whenever such causes are removed. The affected party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

**EXHIBIT 1**  
**SCOPE OF USE**  
(01/2022)

The scope of use for each VERTIGIS NA Software identified below is described in the applicable footnotes listed in parentheses. Geocortex has been renamed “VertiGIS Studio” for the indicated Products below.

VertiGIS Studio Standard Edition (1, 2, 3, 4 (Starter Kit), 5, 6, 7, 8)

- Geocortex Essentials Standard Edition (4.x) (20)
- VertiGIS Studio Workflow (15, 16, 19)
- VertiGIS Studio Reporting (15, 16, 19, 22)
- VertiGIS Studio Printing (15, 16, 19, 22)
- VertiGIS Studio Web (GXW) (15, 19, 20)

VertiGIS Studio Enterprise Edition (1, 2, 3, 5, 6, 7, 8)

- Geocortex Essentials Standard Edition (4.x) (20)
- VertiGIS Studio Workflow (15, 16, 19)
- VertiGIS Studio Reporting (15, 16, 19, 22)
- VertiGIS Studio Printing (15, 16, 19, 22)
- VertiGIS Studio Workflow Builder Edition (15, 17, 19)
- VertiGIS Studio Reporting Builder Edition (15, 17, 19, 22)
- VertiGIS Studio Printing Builder Edition (15, 17, 19, 22)
- VertiGIS Studio Mobile (GXM) (15, 19, 20, 21)
- VertiGIS Studio Web (GXW) (15, 19, 20)
- VertiGIS Studio Access Control (16, 19)

VertiGIS Studio Builder Edition (1,2, 3, 5, 8)

- Geocortex Workflow Builder Edition (15, 17, 19)
- Geocortex Reporting Builder Edition (15, 17, 19, 22)
- Geocortex Printing Builder Edition (15, 17, 19, 22)

Geocortex Analytics (5, 7, 8, 19)

VertiGIS Studio Developer Subscription (5, 6, 9, 19)

VertiGIS Studio Workflow Builder Edition (5, 15, 17, 19)

VertiGIS Studio Reporting Builder Edition (5, 15, 17, 19, 22)

VertiGIS Studio Printing Builder Edition (5, 15, 17, 19, 22)

VertiGIS Studio Mobile (GXM) (5, 15, 19, 20, 21)

VertiGIS Studio Web (GXW) (5,15, 19, 20)

VertiGIS Studio Access Control (5, 16, 19)

VertiGIS Studio Inline (5, 19)

VertiGIS Studio Item Manager (19, 23)

1. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
2. "Staging Server License." Licensee may use and install the Software for the following purposes; user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data update, and training activities.
3. "Production Server License." Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
4. "Single Application License." Licensee may install and use the Software or Data for one (1) web-GIS application serving multiple users on the same or other computer(s). An Application is defined as a discrete web-GIS viewer with a specific URL.
5. "License." Licensee may use the subscription(s), Software, Online Services and Data for a limited time period. When the license term expires Licensee must either stop using the subscription(s), Software, Online Services, and Data, or renew or extend the license upon payment of applicable fees. Licensing is based on the greater of the number of Licensee's activated ArcGIS® Identities (Online and Portal combined) or the number of ArcGIS® Enterprise GIS Server ArcGIS® Server and ArcGIS® Enterprise cores deployed by Licensee.
6. Extensions to Software programs and GEDS Software follow the same scope of use as that granted for the corresponding Software programs.
7. The administrative tools for the Software may be copied and redistributed throughout the Licensee's organization.
8. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other site is operational.
9. VertiGIS Studio Developer Subscription Software, Online Services, and Data may only be used at an installation location solely for the purposes of research, development, testing, and demonstration of a prototype application. VertiGIS Studio Developer Subscription Software and Data may be installed on multiple computers for use by any named developer.
10. Reserved.
11. Reserved.
12. Reserved.
13. Reserved.
14. Reserved.
15. For Commercial ASP Licensees, Commercial ASP Use is restricted to on premise deployment.
16. Licensed for use with a VertiGIS Studio or Geocortex Viewer (GVH, GXW, GXM). Not for use with Esri's Web AppBuilder for ArcGIS®.
17. Licensed for use with Esri's Web AppBuilder for ArcGIS®. Not for use with a VertiGIS Studio or Geocortex Viewer (GVH, GXW, GXM).
18. Reserved.
19. Active Geocortex or VertiGIS Studio maintenance or subscription required to use this Product.

20. Value-Added Applications:

- i. Value-Added Applications built with the Product are subject to the terms of use of ArcGIS Runtime Standard Level. Value-Added Application means an application developed by Licensee for use in conjunction with the authorized use of the Products.
- ii. Licensee may use the Product to create Value-Added Applications and distribute and license those Value-Added Applications to its end users in accordance with this Agreement to use anywhere not prohibited under export regulation or in violation of applicable privacy regulations and laws. Licensee is responsible compliance with applicable export control regulations and laws.
- iii. Licensee is responsible for the development, operation, and technical support of Licensee Content and Value-Added Applications.

21. Licensee may not use the Product to develop Internet or server-based Value-Added Applications.

22. Subscription license includes a SaaS consumption limit of 1GB per month. Licensee consumption in excess of 1GB per month may result in additional consumption costs to Licensee.

23. VERTIGIS NA disclaims and makes no representations or warranties whatsoever and provides no indemnities to Licensee for this Product or Licensee's use thereof. The Product is offered as-is and is available for use at Licensee's own risk. There is no maintenance or technical support provided for this Product. VERTIGIS NA reserves the right to discontinue this Product in its sole discretion without providing notice to Licensee.