

INTERMAP TECHNOLOGIES INC. – END USER LICENSE AGREEMENT FOR ALGORITHMS USED VIA UP42

This End User License Agreement (“EULA”) is a legal and binding agreement between Intermap Technologies Inc. (“Intermap”) and the company, individual, group or other legal entity (“Customer”) identified on the confirmation generated by UP42 (“Confirmation”) for the algorithms and services of Intermap and its third party providers identified in the Confirmation, including access to software, documentation, updates, supplements, and other services identified in the Confirmation or otherwise provided by Intermap and its third party providers to Customer via the UP42 platform with this EULA (collectively “Products” and “Service(s)”), unless other terms accompany those items, in which event those terms apply to such items. This EULA, the Confirmation, and the Terms of Use (available at <http://www.intermap.com/termsfuse.aspx>) represent the complete and exclusive agreement between Customer and Intermap with respect to the Products and Services and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. In the event of a conflict between the EULA and the Confirmation, the terms of this EULA prevail. Customer will access the Algorithms through the UP42 platform, and for clarity, UP42 is not a party to this EULA.

Intermap is a leading provider of location-based information solutions, 3D geospatial data and geospatial services. The algorithms available for use on 3D geospatial datasets are referred to in this Agreement as “Algorithms.” The referenced Algorithms and information regarding Intermap’s services and products, are accessible via the Intermap website, www.intermap.com (the “Website”).

Intermap’s Privacy Policy, available at <http://www.intermap.com/privacypolicy.aspx>, is incorporated into this EULA by reference and provides additional terms and conditions related to the services and products by Intermap. This policy may be amended from time to time and such amendments shall be binding and effective as of the date of their release.

1. Additional Definitions

- a. “Commercial Use” shall mean any use of Algorithms other than Noncommercial Uses.
- b. “Noncommercial Use” means uses of the Algorithms that meets the following two criteria: the use objectively (i) is used either for internal purposes or is intended to support (a) education, or (b) research; and (ii) is not intended for or directed toward user’s (a) commercial advantage or financial gain, (b) monetary compensation, or (c) more than a de minimis marketing or promotional benefit.

2. **License Grant – Algorithms.** The Algorithms are licensed to Customer, not sold, for Commercial Use or Non-commercial Use. In accordance with the terms and conditions of this EULA, including the Exceptions below, Intermap grants Customer a limited, revocable, non-transferable, non-exclusive license for the time period specified in the Confirmation to: (a) use the Algorithms; and (b) permit Customer’s contractors and consultants to use the Algorithms solely for use on behalf of Customer, provided that such contractors and consultants agree in writing to be bound by the same license limitations applicable to Customer. Conduct in violation of this EULA by such other parties will be deemed to be a material breach of this EULA by Customer.

Exceptions:

- a. **Unless specifically authorized in the Confirmation, the Algorithms may not be used (i) to create or distribute flood maps, flood hazard maps, flood insurance rate maps, flood models, or any map, image or representation of flood modeling or risk in any manner; or (ii) within the insurance or insurance provider industry.**
3. **Access to Services.** Subject to the terms and conditions of this EULA, Intermap grants Customer a limited, revocable, non-transferable, non-exclusive license for the time period specified in the Confirmation to access any Services and associated functionality identified in the Confirmation. Access to Services is strictly limited to the number of subscribers and payment terms authorized and outlined in the Confirmation, and is further subject to Intermap’s Website Terms of Use.
4. **Reservation of Rights; Restrictions on Use.** All rights not expressly granted to Customer are reserved by Intermap and its licensors. Unless applicable law grants Customer additional rights despite this limitation, Customer will refrain from, and prevent others from, using the Algorithms and/or accessing Services identified in the Confirmation in any manner or for any purpose not expressly authorized by this EULA, including without limitation:
 - a. sublicensing, transferring, selling, leasing or assigning any of the rights granted herein (and any attempt to do so is void);
 - b. copying the Algorithms for external use and distribution;
 - c. publishing, disclosing, making available, distributing, transmitting or allowing a third party (except third parties explicitly permitted in Sections 1, 2 and 3 of this EULA, or in the Confirmation) to access the Algorithms in whole or in part. Notwithstanding the foregoing, disclosure of Algorithms pursuant to a judicial or administrative order will not be deemed to be a breach of the foregoing obligation, provided Customer (i) provides timely written notice of such order to Intermap; and (ii) reasonably cooperates with Intermap’s efforts to contest or limit the scope of such order;
 - d. reverse engineering, decompiling, or disassembling the Algorithms, except as expressly permitted by applicable law (and only then, to the extent permitted by such law and provided further that Customer promptly notifies Intermap of any such activity).
 - e. using any trademarks of Intermap without the prior, written approval of Intermap;
 - f. using the Algorithms and/or Services to provide a service bureau, time share or other services to third parties;
 - g. hosting or storing any portion of the Algorithms, or accessing the Services, on equipment not owned or controlled by Customer or UP42;
 - h. using any portion of the Algorithms or accessing Services in a manner that does not comply with applicable law, regulations, or governmental orders including, without limitation, all applicable privacy laws.
5. **Protection; Cooperation.** Customer will (a) appropriately notify its employees of its rights and obligations hereunder; (b) use its best efforts to maintain the confidentiality and security of the Algorithms and/or Services and prevent the unauthorized disclosure or use of the Algorithms and/or Services or the Customer’s account information; (c) immediately notify Intermap upon discovering evidence of a current or threatened misuse or unauthorized use or disclosure of the Algorithms and/or Services or the Customer’s account information; and (d) at Customer’s own cost, use its best efforts and cooperate with Intermap to promptly cure such.
6. **Ownership.** Intermap and its licensors retain ownership of the Algorithms and Services and all portions thereof, including all rights under copyright law, trademark law, patent law, trade secret law, and all other forms of proprietary and intellectual property protection; and such Algorithms and/or Services will continue to be subject to the provisions of this EULA, even if Intermap expressly authorizes Customer to: (a) modify, merge, incorporate, or combine the Algorithms, or any portion thereof, into any software or other data, or (b) convert or translate the Algorithms into another data format. End users are prohibited from removing or altering any copyright notice or proprietary legend contained in or on the Products and Algorithms.
7. **Government Uses.** If Customer is a federal, state, or local government agency, the Algorithms and/or access to the Services is licensed solely to the particular agency and not to any other government agency. The Algorithms are considered a “commercial item” as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 (Sept. 1995) and 48 C.F.R. 227.7202-1 throughout 227.7202-4 (June 1995), all U.S. Government End Users acquire the Algorithms and/or Services with only those rights set forth herein. If the Algorithms are used in connection with the performance of any government contracts or subcontracts, Customer will ensure that (i) the Algorithms will not constitute a deliverable under any governmental contracts or subcontracts; and (ii) in no event will a government entity acquire any rights other than those provided in this Section. The foregoing limitations apply only to government End Users and may not apply to Customer.
8. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.** THE ALGORITHMS AND/OR SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF

NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. NOT LIMITING THE FOREGOING, INTERMAP DOES NOT WARRANT THAT THE ALGORITHMS AND/OR SERVICES WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS OR THAT USE OF THE ALGORITHMS AND/OR SERVICES WILL BE ERROR FREE OR UNINTERRUPTED. IN NO EVENT WILL INTERMAP BE LIABLE FOR ANY CLAIM OR LOSS INCURRED BY CUSTOMER, INCLUDING WITHOUT LIMITATION INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. INTERMAP'S LIABILITY WILL NOT EXCEED THE LICENSE FEES PAID BY CUSTOMER TO INTERMAP WITH RESPECT TO THE ALGORITHMS AND/OR SERVICES AT ISSUE. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT OR WARRANTY OR TORT AND IS A MATERIAL INDUCEMENT FOR INTERMAP GRANTING THE RIGHTS HEREIN. FOR CLARITY, UP42 HAS NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE PRODUCTS AND ALGORITHMS.

9. **Indemnification.** Customer will defend, indemnify, and hold Intermap, its affiliates, directors, employees, licensors, and agents harmless from and against any claim, action, proceeding, loss, cost, expense, damages, and liability, including reasonable attorneys' fees, arising from: (i) Customer's use or other actions relating to the Algorithms and/or Services and/or (ii) Customer's breach of any provision of this EULA.
10. **Term and Termination.** This EULA becomes effective as of the date of the Confirmation and will continue in force until terminated, including expiration of any license term identified in the Confirmation, or termination of Customer's account for any reason, including failure to adhere to the Terms of Use and all applicable payment provisions.
11. **Governing Law.**
 - a. This Agreement is governed and interpreted in accordance with the laws of the State of Colorado without regard to its conflicts of law provisions. The United Nations Convention on the International Sale of Goods does not apply.
 - b. Any dispute arising between the parties out of or in connection with this Agreement will be finally resolved by arbitration conducted by one arbitrator in Denver, Colorado pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA") applicable to commercial disputes. The Federal Arbitration Act, 9 U.S.C. Sec. 1-16, not state law, will govern such dispute. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. Each party will bear its own costs and attorneys' fees, and will share equally in the fees and expenses of the arbitrator. The arbitration will be conducted in English, the governing language of this Agreement.
 - c. Nothing in this section will restrict the ability of Intermap or its licensors to pursue any legal or equitable remedy or to obtain an injunction to protect any rights Intermap or its licensors may have arising out of or relating to the Algorithms and/or Services or any of Intermap or its licensors' intellectual property rights. Any breach of this Agreement by Customer will cause Intermap and its licensors irreparable harm for which there is no adequate legal remedy. In the event of any actual or threatened breach of this Agreement by Customer, Intermap and/or its licensors are entitled to obtain injunctive and all other appropriate relief from a court of competent authority, without being required to: (i) show any actual damage or irreparable harm, (ii) prove the inadequacy of its legal remedies, or (iii) post any bond or other security.
12. **Assignment.** Neither this EULA nor any of the rights granted by it may be assigned or transferred by Customer, including assignments or transfers by operation of law, as well as by contract, merger or consolidation. This Agreement is binding upon and will inure to the benefit of both parties and permitted successors.
13. **Export Licensing Notification.** The products delivered hereunder are subject to the export licensing regulations of the United States. Customer will comply with such regulations in its use of the Algorithms and/or Services. Customer is solely responsible for obtaining any and all required government authorizations, including without limitation, any export or import licenses and foreign exchange permits.
14. **Audit.** At Intermap's request, Customer will provide assurances that Customer is using the Algorithms and/or Services consistent with the terms of this EULA. Upon notice, Intermap may inspect Customer's premises and systems relating to the use of the Algorithms and/or Services to ensure compliance with this EULA.
15. **Misc.** If any part of this EULA is found invalid, such invalidity will not affect the validity of remaining portions of this EULA, and the parties will promptly substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. This EULA will be interpreted solely in the English language, and no translation into any foreign language will have any effect.
16. **Contact Information.** Please contact Intermap at support.nextmap@intermap.com or by telephone at 877-837-7246 or +1-303-708-0955.
17. **Support.** UP42 has no obligation whatsoever to provide any maintenance and support services regarding the Products and Algorithms.