

**INTERMAP TECHNOLOGIES INC.
3DBI END USER LICENSE AGREEMENT**

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 Intermap (“Confirmation”) for the data, databases, data products 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 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 (the “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.

Intermap is a leading provider of location-based information solutions, 3D geospatial data and geospatial services. The data available through any 3D geospatial datasets is referred to in this Agreement as “Data.” Reports and output generated by any location-based information solutions are referred to in this Agreement as “3D Business Intelligence Products” or “3DBI Products.” The referenced 3DBI Products and information regarding Intermap’s services and products, are accessible via the Intermap website, www.intermap.com (the “Website”). Please note that GeoPro Server™ (also referred to as “GeoPro™” and as part of “GeoPro Bundle™”) has specific licensing terms identified in Section 2(d) below.

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 3DBI Products other than Noncommercial Uses.
- b. “Derivative Works” or “Derivative” shall mean a later work that qualifies as a derivative work under U.S. copyright Law. For clarification purposes, orthorectified products created using Intermap Products, Services, or Data are considered Derivatives.
- c. “Noncommercial Use” means uses of the 3DBI Products that meets the following two criteria: the use objectively (i) is used either for internal purposes; 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.
- d. “Customer Data” means data and information submitted and/or provided by Customer for use in any 3DBI Product system, either with the assistance of Intermap Services or not, and regardless of where the 3DBI Product system resides.

2. License Grant – 3DBI Products. Subject to the terms and conditions of this EULA, during the Term, Intermap grants Customer a limited, revocable, non-transferable, non-exclusive license to: (a) access the 3DBI Products; and (b) use the 3DBI Products in accordance with Noncommercial Use. Customer is also permitted to use Derivative Works for Commercial Use. In addition to the other rights and obligations contained within this EULA, use of 3DBI Products and Derivative Works is limited as follows;

- a. Customer may not use their access to the 3DBI Products for the purposes of copying the 3DBI Products, up to and including collating the same, for the purposes of providing or otherwise reselling such 3DBI Products to a third party.
- b. Upon expiration of the EULA, see Section 10 below, Customer may not repurpose Derivative Works for any reason (noting the additional restrictions in subsection d below, reuse of existing outputs is acceptable, however no new use is permitted).
- c. Access to 3DBI Products is limited to no more than two (2) simultaneous connections by a single user. Should Customer require additional connections per User, additional subscriptions must be obtained.
- d. Licensing terms specific to GeoPro Server™, GeoPro™, and GeoPro Bundle™.
 - i. Access to the GeoPro Server is limited to no more than five (5) simultaneous connections by a single user. Should Customer require additional connections per user, additional subscriptions must be obtained.
 - ii. If Customer’s license is to the **GeoPro Bundle**, any Data received shall be subject to the provisions of Intermap’s then-current Data EULA, available on Intermap’s website. Note that use of the Data is licensed only during the Term, after which it may no longer be utilized in any form, including any Derivatives, by Customer. Continued use of any Derivatives and/or the Data received as part of the GeoPro Bundle requires a current license with Intermap.

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 Term, as defined below, 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. Customer will refrain from, and prevent others from, using the 3DBI Products 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);
 - i. The Customer of any licensed 3DBI Products who pays the applicable license fee(s) is the only user permitted to enjoy the Commercial Use for Derivative Works. If the Customer chooses not to employ the Commercial Use, then the Commercial Use associated with the license shall lapse. The Commercial Use is not assignable under any circumstances;
 - ii. It is agreed and understood that Customer shall have no right under this Agreement to employ the 3DBI Products themselves for any Commercial Use, only Derivative Works as defined herein.
- b. copying the 3DBI Products 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 3DBI Products in whole or in part. Notwithstanding the foregoing, disclosure of 3DBI Products 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 3DBI Products, 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 3DBI Products and/or Services to provide a service bureau, time share or other services to third parties;
- g. hosting or storing any portion of the 3DBI Products, or accessing the Services, on equipment not owned or controlled by Customer;
- h. using any portion of the 3DBI Products, 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 3DBI Products and/or Services and prevent the unauthorized disclosure or use of the 3DBI Products 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 3DBI Products 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. Intermap shall not be responsible for any losses arising out of the unauthorized use of Customer's account. Customer's account users shall not violate or attempt to violate any security components. Customer's account users shall not attempt to, or assist others to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to the account or the data store for any reason whatsoever. Violation of the foregoing shall be considered a breach of the Agreement.

6. **Ownership.** Intermap and its licensors retain ownership of all data used to create 3DBI Products, as well as the 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 data, 3DBI Products, and/or Services will continue to be subject to the provisions of this EULA.
7. **Government Uses.** If Customer is a federal, state, or local government agency, the 3DBI Products and/or access to the Services is licensed solely to the particular agency and not to any other government agency. The 3DBI Products 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 3DBI Products and/or Services with only those rights set forth herein. If the 3DBI Products or any permitted Derivative Works are used in connection with the performance of any government contracts or subcontracts, Customer will ensure that (i) the 3DBI Products and any Derivative Works 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 3DBI PRODUCTS 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 3DBI PRODUCTS AND/OR SERVICES WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS OR THAT USE OF THE 3DBI PRODUCTS 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 3DBI PRODUCTS 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.
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 Data; (ii) Customer's use or other actions relating to the 3DBI Products, Derivative Works, and/or Services and/or (iii) Customer's breach of any provision of this EULA. In addition, Customer shall be solely responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data.
10. **Term and Termination.** This EULA becomes effective as of the date of the Confirmation and will continue in force for one (1) year, whereupon the Term shall continue on a month-to-month basis until terminated, including account cancellation 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 3DBI Products 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. **Severability.** If any provision of this EULA or the Agreement is unenforceable or invalid, then such provision shall be amended to the extent necessary to render same lawful or reasonable, and this Agreement shall be enforced as amended.
13. **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.
14. **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 3DBI Products 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.
15. **Audit.** During the Term and for a period of two (2) years after expiration, upon Intermap's request Customer will provide assurances that Customer is using the 3DBI Products, Derivative Works and/or Services consistent with the terms of this EULA.
16. **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.