

CIVILMAP END USER LICENSE AGREEMENT

This CivilMap End User License Agreement (this “**Agreement**”) is a legal agreement between you and CivilMap LLC (“**CivilMap**,” “**we**,” “**us**” or “**our**”) regarding the CivilMap iPhone software application (the “**CivilMap App**”) you have chosen to download from the Apple iPhone store website (the “**Apple Site**”) located at www.apple.com/iphone/appstore/. **BY DOWNLOADING AND INSTALLING THE CIVILMAP APP, YOU (FOR YOURSELF AND FOR ALL THOSE WHO ACCESS THE CIVILMAP APP THROUGH THIS DOWNLOAD AND INSTALLATION), ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS AGREEMENT.** Both we and you acknowledge that this Agreement is between us and you, and that Apple, Inc. and its subsidiaries (“**Apple**”) is not a party to this Agreement

This Agreement incorporates the Apple App Store Terms of Service www.apple.com/legal/itunes/us/terms.html#SERVICE (the “**Apple Terms of Service**”). The CivilMap App accesses and uses Google Mobile Maps Service, and your use of the mapping functions of the CivilMap App is subject to Google’s Terms of Service available at <http://code.google.com/apis/maps/terms/iPhone.html> (“**Google Terms of Service**”). Upon acceptance of this Agreement, you agree and understand that you are bound by this Agreement, by the Privacy Policy, by the Apple Terms of Service and by the Google Terms of Service.

1. Use of the CivilMap App.

The CivilMap web App available on our site located at www.civilmap.com (“**CivilMap Site**”) permits you to access the CivilMap services (“**CivilMap Services**”) from your iPhone. You must register with the CivilMap Site and have a valid user ID and password in order to use the CivilMap App and the CivilMap Services. Once you have met these conditions and downloaded the CivilMap App onto your iPhone, you may use the web browser on your iPhone to access your personal account on the CivilMap Site.

2. License Grant.

We grant you a limited, terminable, non-sublicensable, non-transferable, non-exclusive license to install and use CivilMap App on any iPhone that you own or control solely for your use in connection with the features of the CivilMap App; and as permitted by the Apple Terms of Service. This Agreement will also govern any software upgrades provided by CivilMap that replace and/or supplement the original CivilMap App, unless such upgrades are accompanied by a separate license, in which case the terms of that license will govern. Apple has no obligation to provide you with any updates, maintenance or support services for the CivilMap App.

3. License Restrictions and Usage Rules.

3.1 License Restrictions.

You may not rent, lease, lend, sell, redistribute or sublicense the CivilMap App. You may not copy (except as expressly permitted by this Agreement and the usage rules described in Section 3.2), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the CivilMap App, any updates or any part thereof (except to the extent any foregoing restriction is not permitted by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced or third party components included with the CivilMap App).

3.2 Usage Rules.

You agree to use the CivilMap App in compliance with the applicable usage rules:

- a. your use of the CivilMap App is conditioned upon your prior acceptance of the terms of this Agreement;
- b. you will not attempt to, or encourage or assist any other person to circumvent or modify any security technology or software that is part of the Service (as defined in the Apple Terms of Service) or used to administer the Usage Rules (as defined in the Apple Terms of Service); and
- c. the delivery of the CivilMap App does not transfer to you any promotional use rights in the CivilMap App.

3.3 GPS Usage

The CivilMap App incorporates a location based service and GPS that provides route and location information. Location Data provided by CivilMap or third party software providers is for basic navigational purposes and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete data may lead to death, personal injury, property or environmental damage. We do not guarantee the availability, accuracy, completeness, reliability, timeliness of location data or any other data displayed by the GPS service used with the CivilMap App. YOU CONSENT TO THE COLLECTION, TRANSMISSION, AND USE OF YOUR LOCATION DATA IN CONNECTION WITH THE CIVILMAP APP, AND REPRESENT AND WARRANT THAT YOU WILL OBTAIN PRIOR CONSENT FROM EACH PERSON WHOSE LOCATION IS TRACKED USING THE CIVILMAP APP THAT YOU HAVE DOWNLOADED. YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

4. Termination and Survival.

If you breach this Agreement, we may immediately terminate this Agreement, but all provisions of this Agreement except Section 1 (“License Grants”) will survive termination and continue in effect. Upon termination, you must destroy all copies of the CivilMap App.

5. License to CivilMap.

By using the CivilMap App to transmit digital content relating to your CivilMap system to and from our servers to your iPhone, you agree to grant, and thereby grant, to us an exclusive, perpetual, transferable, sublicensable, royalty-free, non-revocable, worldwide license to copy, modify, and otherwise use such content to make the CivilMap Site and CivilMap Service available to you and for our general business purposes. You hereby acknowledge and affirm that the use of the CivilMap Service and the CivilMap Site is sufficient consideration for the grant of this license to us.

6. Proprietary Rights.

We reserve all intellectual property rights in the CivilMap App, except for the rights expressly granted in this Agreement. You may not remove or alter any trademark, logo, copyright or other proprietary notice in or on the CivilMap App. This license does not grant you any right to use the trademarks, service marks or logos of CivilMap or its licensors, including the CivilMap mark. The contents of the CivilMap App are subject to protection under U.S. and foreign copyright laws. You are not permitted to use the copyright protected content outside of the normal functions of the CivilMap App without the prior written consent of CivilMap.

7. Modification of this Agreement.

Because of changes in technology and the growth and development of our business, or for other business reasons, we may need to modify this Agreement from time to time. If we modify the Agreement, we will post a notice on the CivilMap Site, and we will alert you by email if you have given us your email address. It is therefore important that you register with the CivilMap Site and notify us if you change your email address. If you do not provide us with a current email address, you should regularly review the CivilMap Privacy Policy to ensure that you are informed of any changes.

8. Indemnification.

8.1 Indemnity.

We will at our expense and option defend or settle any claim brought against you alleging that the CivilMap App or your possession and use of the CivilMap App breaches any third-party intellectual property rights. We, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of this third-party intellectual property infringement claim.

8.2 Limitation.

We will have no obligation with respect to any claim under Section 8.1 unless: (a) you promptly notify us about the claim; (b) you allow us to have sole control of the defense and settlement of such claim; and (c) you provide us with reasonable assistance in connection with our defense and settlement of such claim.

8.3 Our Options.

If the CivilMap App infringes or misappropriates, or in our reasonable determination is likely to infringe or misappropriate any third party's intellectual property rights, then we may, at our sole option and expense: (a) obtain from the third party the right to continue to use the CivilMap App consistent with the rights granted hereunder; or (b) modify the CivilMap App to avoid and eliminate such infringement or misappropriation.

8.4 Exclusions.

We will not be liable for any infringement based on: (a) modification of the CivilMap App by anyone other than us; or (b) the combination of the CivilMap App with other software, items or processes not furnished by us if such infringement would have been avoided by the use of the Software alone.

8.5 Exclusive Remedy.

THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CIVILMAP, AND THE EXCLUSIVE REMEDY OF CIVILMAP, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

9. Disclaimer of Warranty.

THE CIVILMAP APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE EXTENT PERMITTED BY LAW, CIVILMAP AND

CIVILMAP'S DISTRIBUTORS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES THAT THE CIVILMAP APP IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE, ACCURATE AND NON-INFRINGEMENT. YOU BEAR THE ENTIRE RISK AS TO SELECTING THE CIVILMAP APP FOR YOUR PURPOSES. CIVILMAP AND CIVILMAP'S DISTRIBUTORS AND LICENSORS DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE CIVILMAP APP, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE CIVILMAP APP WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE CIVILMAP APP OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE CIVILMAP APP, CIVILMAP SERVICES OR CIVILMAP SITE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CIVILMAP SHALL CREATE A WARRANTY. IF THE CIVILMAP APP, CIVILMAP SITE OR CIVILMAP SERVICES ARE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. CIVILMAP ASSUMES NO LIABILITY FOR THE CORRECTNESS OR COMPLETENESS OF GPS LOCATION INFORMATION, INFORMATION CONCERNING RULES OF CIVIL PROCEDURE OF ANY JURISDICTION, OR ANY INFORMATION PROVIDED BY THIRD PARTIES. YOU ARE RESPONSIBLE FOR KNOWLEDGE AND COMPLIANCE WITH ALL RULES OF PROCEDURE AND AMENDMENTS THERETO THAT ARE APPLICABLE IN YOUR PARTICULAR JURISDICTION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES. IF YOU RESIDE IN ONE OF THESE JURISDICTIONS, THIS DISCLAIMER MAY NOT APPLY TO YOU.

10. Limitation of Liability.

EXCEPT AS REQUIRED BY LAW, CIVILMAP AND ITS DISTRIBUTORS, DIRECTORS, LICENSORS, CONTRIBUTORS AND AGENTS (COLLECTIVELY, THE "**CIVILMAP GROUP**") WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE CIVILMAP APP, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, AND COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. EXCEPT AS SET FORTH IN SECTION 8, CIVILMAP'S COLLECTIVE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED \$50.

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. IF YOU RESIDE IN ONE OF THESE JURISDICTIONS, THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

11. Export Controls.

You may not use or otherwise export or re-export the CivilMap App except as authorized by United States law and the laws of the jurisdiction in which the CivilMap App was obtained. In particular, but without limitation, you may not export or re-export the CivilMap App: (a) into any United States embargoed countries; or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce Denied Person's List or Entity List. By using the CivilMap App, you represent and warrant that: (i) you will not use these products for any purpose prohibited by United States law, including without limitation, the development, design, manufacture or production of nuclear missiles or chemical or biological weapons; (ii) you are not located in a country that is subject to a United States government embargo or has been designated by the United States government as a "terrorist supporting" country; and (iii) you are not listed on any United States government list of prohibited or restricted parties.

12. U.S. Government End-Users.

The CivilMap App and any related documentation are "Commercial Items," as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227-7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users: (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions in this Agreement. Unpublished rights are reserved under the copyright laws of the United States.

13. Injunctive Relief.

We will have the right to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary rights. You agree that any use of the CivilMap App or software in violation of this Agreement will result in irreparable harm and that injunctive relief is appropriate to prevent such harm.

14. Choice of Law, Jurisdiction and Venue.

You and we agree that any disputes between us shall be resolved under the substantive law of the state of Colorado (exclusive of its choice of law provisions). The Convention for the International Sale of Goods shall not apply. You and we agree to submit all disputes between us to the exclusive jurisdiction of the state and federal courts located in Denver, Colorado.

15. Entire Agreement.

This Agreement constitutes the entire agreement between you and us regarding the use of the CivilMap App and supersedes any prior or contemporaneous understandings and agreements between you and us related to its subject matter.

16. Third Party Beneficiaries.

Apple is a third-party beneficiary to this Agreement. Upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of this Agreement.

17. Section Titles.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

18. Non-Waiver.

Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

19. Severability.

The parties agree that each provision of this Agreement is intended to be construed to be enforceable to the fullest extent possible. If any provision or part of a provision of this Agreement is held to be unlawful, void, or unenforceable, that provision or part of the provision shall be deemed severable from this Agreement and not affect the validity and enforceability of any remaining provisions.

20. Assignment.

You may not assign your rights under this Agreement to any third party; we may assign your rights under this Agreement without condition.

21. Product Questions, Comments, Claims and Contact Information.

We, and not Apple, are responsible for addressing any questions, comments or claims relating to the CivilMap App and/or your use of the CivilMap App, including but not limited to: (a) product liability claims; (b) any claim that the CivilMap App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. If you have any comments or questions, please contact CivilMap at: www.CivilMap.com.