Transcend Spatial Solutions End-User License Agreement

Section 1. License

Transcend grants Client non-exclusive, non-transferable, and non-sublicenseable licenses to use the Software for Client's internal business purposes. Software can be loaded on multiple servers that are in service expressively for Client, but cannot be loaded on servers to service other clients without the purchase of an additional license or licenses.

Section 2. Restrictions

Client shall not modify, copy, duplicate, reproduce, license or sublicense the Software; nor transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Transcend; provided that Client may make copies of the Software for disaster recovery, backup or archival purposes.

Section 3. Software Fee and Payment

In consideration for the grant of the license and the use of the Software, Client agrees to pay Transcend the agreed upon license fee. The fee includes one year of Standard Maintenance as defined in Section 7. This fee does not include configuration or customization services.

Payment of the license fee shall be made upon delivery of the Software.

Section 4. Ownership

Client acknowledges that the licenses granted by this agreement are limited nonexclusive licenses. Transcend is and remains the owner of all titles, rights, and interests in the Software. Further, Transcend owns any additional modules added to the software and maintained in future versions of this software developed during the period of this agreement.

Section 5. Software Warranty

Transcend warrants that the Software shall perform in all material respects according to the associated User's Guide concerning the Software when used with the appropriate computer equipment. This warranty shall not apply to the Software if modified, used improperly, or installed on an incompatible operating environment as described in Transcend's associated User's Guide.

Section 6. Standard Maintenance

During the first year immediately following the Effective Date, Transcend shall provide Client any new, corrected or enhanced version of the Software as created by Transcend. Such enhancements shall include modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software. Product Support, as described in Section 8 is included in the Standard Maintenance.

Transcend may elect to discontinue maintenance at any time upon notice to Client, and would provide a prorated refund of maintenance fees based on the number of full months remaining in Client's agreement period.

Section 7. Renewal of Standard Maintenance

The month and day of the Effective Date is the annual date of expiration for Standard Maintenance. Thirty (30) days prior to the anniversary of the expiration of Standard Maintenance, the renewal process for an additional year of Standard Maintenance will be initiated, and a notification and invoice will be provided to Client. If Transcend is notified (see Section 10. Notice) by Client to discontinue renewals prior to the current Standard Maintenance expiration date, a renewal will not occur and Standard Maintenance will discontinue at the end of the current Standard Maintenance cycle. No refunds are provided if Client decides to discontinue Standard Maintenance before the end of the annual renewal. If the invoice is not paid sixty (60) days after the invoice date, the Standard Maintenance will expire and the associated services will discontinue. Client may reinitiate the Standard Maintenance program by paying for all years (as defined by anniversaries of the Effective Date) not covered by Standard Maintenance, but the Effective Date will not change unless the product is purchased again and a new effective date for the new purchase is established.

Section 8. Product Support

Transcend maintains a repository for managing product issues. An issue is considered either a software defect or feature request. When Transcend receives a support issue from Client, the issue will be immediately recorded into the issue repository. Once an issue is recorded, Client will be notified within 24 hours that their issue has been received. After an initial review to determine the proper routing of the issue, it will be assigned to the appropriate technical staff for further investigation. The technician will then update the issue status and the resolution strategy. The new status will designate the issue as either a defect or feature request, and in either case Client will be informed and advised accordingly.

The steps for notifying Transcend of product issues is provided in the associated User's Guide.

Section 9. Limitation of Liability

Transcend shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Transcend was advised of the possibility of such losses in advance. In no event shall Transcend's liability hereunder exceed the amount of license fees paid by Client, regardless of whether Client's claim is based on contract, tort, strict liability, product liability, or otherwise.

Section 10. Notice

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be delivered to the appropriate party by mail or email.

> If to Transcend:
> Transcend Spatial Solutions
> Attention: Software Support Manager
> 2970 University Parkway, Suite 201
> Sarasota, FL 34243
>
> or
>
> admin@transcendspatial.com

Section 11. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

Section 12. No Assignment

Neither this Agreement nor any interest in this Agreement may be assigned by Client without the prior express written approval of Transcend which shall not be unreasonably withheld.

Section 13. Agreement and Severability

This Agreement may be modified only in writing that is duly executed by both parties. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 14. Authority

Transcend and Client represent and warrant that the individual installing this software is authorized to enter a legal, binding contract.