

## HARRIS IMAGELINKS SOFTWARE DATASET LICENSE AGREEMENT

### IMPORTANT - READ CAREFULLY:

This Harris End-User License Agreement ("Agreement") is a legal Agreement between you, the "**Customer**", identified in the Purchase Order as hereinafter defined) , and Harris Corporation, the licensor (hereinafter referred to as "**Harris**") sets forth the grant of license rights and limitations for the Harris software dataset product licensed and identified below together with associated media and printed material and may include electronic documentation ("**Documentation**") (collectively, the "SOFTWARE DATASET").

READ THIS END USER LICENSE CAREFULLY. USE BY ACCEPTING, INSTALLING, COPYING, DOWNLOADING OR OTHERWISE DEPLOYING THE SOFTWARE DATASET CONSTITUTES YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT UNLESS SEPARATE TERMS HAVE BEEN PROVIDED UNDER CONTRACT WITH HARRIS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY OR USE THE SOFTWARE DATASET; YOU ARE NOT AUTHORIZED TO USE THE SOFTWARE DATASET AND YOU MUST RETURN IT TO HARRIS.

### Article I - DEFINITIONS

1. "Customer's Corporate Organization" means:
  - a. If Customer is an individual, that individual;
  - b. If Customer is a government entity, all agencies and departments that are part of the same government (as appropriate) as the named Customer and within the Licensed Field of Use; and
  - c. If Customer is a private sector entity, the legal entity that is the named Customer, excluding any other legal entities that are associated with the named Customer, such as wholly owned subsidiaries.
2. "Customer Derivative Work" means a data product produced by the Customer which integrates all or any portion of the Licensed Dataset with other value-added components, additional processing, or additional levels of production by the Customer to produce a value-added product bundle part of an overall solution product.
3. "Customer Works" means a data product produced by the Customer which incorporates the Licensed Dataset within a database, but which does not modify, enhance or provide additional processing or additional levels of production to the Licensed Dataset. Customer Works do not include the integration of the Licensed Dataset to create derivative works where the Customer creates value added product bundles within which the Licensed Dataset is included as part of the overall solution product.
4. "Enhancement(s)" means any alteration to the Licensed Dataset by Harris that provides increased usability or improvements to the existing dataset.
5. "Licensed Dataset" means the Harris supplied geospatial dataset component identified in the Purchase Order and Documentation related thereto, including any related Revisions and Enhancements thereto either as a stand-alone component or as included within Customer Works or Customer Derivative Works.

6. "Licensed Field of Use" means the use of the Licensed Dataset by the Customer identified in the Purchase Order in conjunction with the program, programs or activities identified in the Purchase Order.
7. "Purchase Order" means the document in which this License Agreement is incorporated and which contains, among other items, an identification of the program or programs with which the Licensed Dataset may be used, an identification of the type of license purchased, a description of the license fees to be paid, a description of the entity that is the named Customer, and an identification of the country where the Customer intends to utilize the Licensed Dataset. The term further includes any addendum or supplements to the original document which specifically reference the original Purchase Order and which contain terms which modify any of the program identification, license type, license fees or country of use.
8. "Revision(s)" means any alteration to the Licensed Dataset by Harris intended to correct generic artifacts or imperfections discovered in the Licensed Dataset.

## **Article II - LICENSE GRANT**

1. The Licensed Dataset is licensed and not sold. The Licensed Dataset is license restricted and cannot be sold, copied, or given away for any uses or in conjunction with any programs unless expressly authorized in the Purchase Order. All license grants are governed by the Purchase Order.
2. Below delineates what rights are granted by each license type that is granted to the customer on the Purchase Order:
  - a. **Single End User License:** Subject to the terms and conditions contained herein, this license grants to Customer a non-transferable, non-exclusive personal right and license for the Customer and their consultants and subcontractors to use, copy and modify the Licensed Dataset for internal database development, to create Customer Works and Customer Derivative Works, to distribute Customer Works and Customer Derivative Works to a Single End User third party solely for use in the Licensed Field of Use for a Single Program.
  - b. **Multiple End User License:** Subject to the terms and conditions contained herein, this license grants to Customer a non-transferable, non-exclusive personal right and license for the Customer and their consultants and subcontractors to use, copy and modify the Licensed Dataset for internal database development, to create Customer Derivative Works, to distribute Customer Derivative Works to a Multiple End Users third party solely for use in the Licensed Field of Use for a Single Program.
  - c. **Integrator License:** Subject to the terms and conditions contained herein, this license grants to Customer a non-transferable, non-exclusive personal right and license for the Customer and their consultants and subcontractors to use, copy and modify the Licensed Dataset for internal database development, to create Customer Derivative Works, to distribute Customer Derivative Works to a Multiple End User third parties solely for use in the Licensed Field of Use.
  - d. **Title 50/DoD-Wide License:** Subject to the terms and conditions contained herein, this license grants to Customer a non-transferable, non-exclusive personal right and license for the Customer and their consultants and subcontractors to use, copy and modify the Licensed Dataset for internal database development, to create Customer Derivative Works, to distribute Customer Derivative Works to Defense Agencies and Title 50 Organization (as defined in 50 USC 401a) End User third parties, their subcontractors and consultants solely for use in the Licensed Field of Use.

- e. **Coalition License:** Subject to the terms and conditions contained herein, this license grants to Customer a non-transferable, non-exclusive personal right and license for the Customer and their consultants and subcontractors to use, copy and modify the Licensed Dataset for internal database development, to create Customer Derivative Works, to distribute Customer Derivative Works to Defense Agencies and Title 50 Organization (as defined in 50 USC 401a) third parties, their subcontractors and consultants, and one International Government End User third party solely for use in the Licensed Field of Use.
3. The right to distribute Customer Works and Customer Derivative Works to third parties granted above are limited to the total number of Licensed Datasets permitted to be distributed in such Customer Works and Customer Derivative Works as specified in the Purchase Order.
4. This License does not extend to, and Customer is not authorized to, distribute the Licensed Dataset as a standalone dataset product.

### **Article III - LIMITATIONS AND PROHIBITIONS**

1. Customer may not use, integrate or distribute Licensed Dataset until execution of a Purchase Order and payment of all applicable license fees to Harris.
2. Except as permitted within this Agreement, Customer shall not de-compile, disassemble, reverse engineer, or otherwise modify the Licensed Dataset licensed under this Agreement, or perform any other operation on Licensed Dataset to recover any information contained therein, or extract or retrieve the original imaging data to separate it from the Licensed Dataset provided.
3. Neither the Customer nor any entity to which Customer distributes the Licensed Dataset shall remove Harris, U.S. Government or third party proprietary legends, copyright notices, labels, logos, restrictions, trademarks, or any other such marks from the Licensed Dataset.
4. The Licensed Dataset and works derived therefrom shall not be used, disclosed, sold, transmitted, charged or disclosed, except as expressly permitted under this Agreement.
5. Customer may not rent, distribute, market or lease the Licensed Dataset to others except as provided herein, and may not use the Licensed Dataset in conjunction with a service bureau operation either internally within the Customer Corporate Organization or externally in conjunction with third parties unless authorized herein.
6. Nothing in this Agreement shall be construed as giving Customer any right to sell, assign, lease, or in any other manner transfer or encumber HARRIS' ownership of, or license rights to, Licensed Dataset.

### **Article IV - TERMINATION**

1. This License is effective until terminated by either party as specified below.
2. Harris may terminate this license upon uncured material breach by Customer of any of the terms or conditions of this Agreement, provided Harris presents Customer with no less than thirty (30) days written notification and demand for cure, specifying the basis for termination due to material breach. In the event the License is revoked or terminated by Harris, it is agreed that (a) such termination or revocation shall not effect any provisions of the License which by their nature are inherently intended to survive termination, and (b) Customer shall be entitled to a reasonable period of time to wind down its use of the Licensed Dataset in the Licensed Field of Use in an orderly fashion.

3. Customer may terminate this license at any time with or without cause by destroying or returning the Licensed Dataset, and all copies thereof, and informing Harris in writing of the destruction and termination of the license.

#### **Article V -INSTALLATION, TRAINING AND MAINTENANCE**

Subject to the limited warranties made by Harris herein, Customer hereby accepts Licensed Dataset as delivered, with Customer solely responsible for the determination of applicability for desired use, installation, conversion of existing data, or the functionality of such Licensed Dataset.

#### **Article VI -OWNERSHIP**

Customer is provided with a functioning copy of the Licensed Dataset with this Agreement. Harris or its licensor, as appropriate, shall at all times retain title and full ownership interest in such Licensed Dataset and such Revisions and Enhancements thereof provided by Harris to Customer, regardless of the what format or media in or on which the original and other copies thereof may subsequently exist. All rights, title and copyrights in and to the Licensed Dataset (including, but not limited, to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Licensed Dataset), the accompanying printed materials, and any copies of the Licensed Dataset are owned by Harris and/or its licensors. Nothing contained herein shall be deemed to convey Customer any title or ownership interest in the Licensed Dataset.

#### **Article VII - CUSTOMER OBLIGATIONS**

1. Customer shall not duplicate the Licensed Dataset, or any portion thereof, except as permitted herein. Customer is permitted to make archival copies of the Licensed Dataset in accordance with Customer documented standard computer software back-up procedures.
2. The media containing such authorized copies shall have prominently placed thereon the same copyright notices and Proprietary legends and markings that appear on the Licensed Dataset media delivered to Customer.
3. The act of copying any portion of the Licensed Dataset as authorized hereunder shall not cause, or be construed as causing, any portion thereof to be considered in the public domain or generally available to the trade on a nonproprietary basis.
4. Customer agrees to record the total number of Licensed Datasets distributed, including the recipient of each Licensed Dataset, and provide a report of such details to Harris upon request within ten (10) days.

#### **Article VIII - LIMITED WARRANTY**

1. HARRIS WARRANTS THAT, FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF DELIVERY TO CUSTOMER, THE LICENSED DATASET WILL PERFORM IN ACCORDANCE WITH THE CUSTOMER'S STATEMENT OF WORK AND ANY PRODUCT SAMPLES APPLICABLE THERETO. HARRIS MAKES NO OTHER WARRANTS OR REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OBTAINED FROM THE USE OF, LICENSED DATASET IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, ABILITY TO MEET CUSTOMER REQUIREMENTS, OR OTHERWISE, AND CUSTOMER RELIES ON THE LICENSED DATASET AND RESULTS OBTAINED THEREFROM AT ITS OWN RISK. SHOULD THE LICENSED DATASET PROVE DEFECTIVE AFTER THE INITIAL NINETY (90) DAY LIMITED WARRANTY PERIOD, CUSTOMER, AND NOT HARRIS, ASSUMES THE ENTIRE COST OF ALL

NECESSARY SERVICING, REPAIR, OR CORRECTION.

2. Harris warrants that the media on which the Licensed Dataset is delivered to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to Customer. If, during this 90 day period, a defect in the media should occur, the media should be returned to Harris at the address identified in the Purchase Order, and Harris will replace the Licensed Dataset at no cost to Customer.
3. THE FOREGOING LICENSE AND MEDIA WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) WITH RESPECT TO THE LICENSED DATASET FURNISHED BY HARRIS UNDER THIS AGREEMENT OR ANY USE OR INTEGRATION OF SUCH LICENSED DATASET OR DOCUMENTATION BY THE CUSTOMER.
4. Action by Harris in the manner provided above shall constitute complete fulfillment of all the warranty obligations of Harris whether the claims of the Customer are based in contract, in tort (including negligence and strict liability) or otherwise with respect to or arising out of the Software or Documentation furnished hereunder, unless otherwise agreed upon under separate contract.

#### **Article IX - LIMITATION OF LIABILITY**

Harris's entire liability, and Customer's exclusive remedy, shall be the replacement of any defective media meeting Harris's Limited Warranty and which is returned to Harris. HARRIS, ITS SUBCONTRACTORS AND SUPPLIERS OF ANY TIER, SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE FOR DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT OR TEMPORARY EQUIPMENT (INCLUDING ADDITIONAL EXPENSES INCURRED IN USING EXISTING FACILITIES), CLAIMS OF CUSTOMERS OF CUSTOMER, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **Article X - U.S. GOVERNMENT CONTRACTS**

1. Customer agrees that it will not use the Licensed Dataset in the performance of a contract, or subcontract, with the U.S. Government in a manner so as to affect Harris's rights to Licensed Dataset.
2. If the Customer is an agency, branch or department of the U.S. Government, or if the entity to which Customer distributes a Customer Derivative Work or a Customer Work is an agency, branch or department of the U.S. Government, or if the entity to which Customer distributes a Customer Derivative Work or a Customer Work is a contractor to the U.S. Government, then the following notice applies: The Licensed Dataset is Technical Data - Commercial Items as defined in DFARS 252.227-7015(November, 1995) or any equivalent regulations of other governmental agencies, and the rights of the U.S. Government to utilize the Licensed Dataset are those expressly set forth in this Agreement. The U.S. Government does not receive unlimited rights to the Licensed Dataset. The Licensor is Harris Corporation, 1025 West NASA Boulevard, Melbourne, FL 32919.

#### **Article XI - EXPORT CONTROL**

1. The export regulations of the United States prohibit, with certain exceptions, the export from the United States or the transfer to foreign persons, whether in the U.S. or abroad, of technical data relating to certain commodities unless the exporter has obtained written authorization from the U.S. Government and received written assurance from the foreign importer that the technical data will not be further exported without express permission of the exporter and the cognizant U.S. Government agency. Customer agrees to comply fully with all relevant regulations of the United States to assure that no violation of such regulations occurs.
2. Customer further acknowledges that violations of these laws and regulations include, but are not limited to, exporting or re-exporting, or otherwise supplying or providing access to the Licensed Dataset, the accompanying documentation or any other materials provided by Harris, any country against which the United States imposes trade sanctions or export controls; (b) persons on the U.S. Commerce Department's Denied Parties List or Entity List, the U.S. Treasury Department's Specially Designated Nationals List, or the U.S. State Department's List of Debarred Parties; (c) end uses related to nuclear weapons, missile technology, or chemical/biological weapons; or (d) any destination for which an export license is required. Customer further acknowledges that the export of the Licensed Dataset, Documentation and any other materials provided by Harris may be controlled by the U.S. State Department's Office of Defense Trade Controls, through the Arms Export Control Act as implemented in the International Traffic in Arms Regulations, 22 C.F.R. §§ 120-130 ("ITAR"), the U.S. Commerce Department's Bureau of Industry and Security, through the Export Administration Act as implemented in the Export Administration Regulations, 15 C.F.R. §§ 730-774 ("EAR"), and/or the U.S. Treasury Department's Office of Foreign Assets Control, and depending on which agency has jurisdiction over these items different restrictions on export, re-export, and use activities will apply. Customer agrees that it is Customer responsibility to determine which of these U.S. agencies has export control jurisdiction over the Licensed Dataset, Documentation, and any other materials provided by Harris, and Customer acknowledges that export jurisdiction over these items may change from time to time.
3. Customer agrees that any violation by Customer of any of these laws and regulations will also constitute material breach of this Agreement, and Customer agrees to indemnify Harris against any criminal or civil monetary sanctions, costs, losses or expenses (including but not limited to reasonable attorneys' fees and costs) resulting from Customer failure to comply. Customer agrees to defend, indemnify and hold Harris, and its officers, directors, agents and employees harmless against all criminal and/or civil monetary sanctions, costs, losses or expenses (including but not limited to reasonable attorneys' fees and costs) incurred as a result of any failure on Customer part to comply with the afore-mentioned agency regulations. Customer further agrees to notify Customer Customers of, and to use best efforts to ensure their compliance with the restrictions imposed by these laws and regulations.

## **Article XII - THIRD PARTY INDEMNITY**

1. Harris shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against the Customer, based on an allegation that Licensed Dataset constitutes a direct, inducement or a contributory infringement of any U.S. patent, mask work or copyright, or constitutes a violation of any other intellectual property right enforceable in the U.S. or any individual State thereof. This obligation of Harris shall be effective only if Customer shall have made all payments then due and only if Harris is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris shall pay all damages and costs assessed and/or incurred in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Licensed Dataset or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement

prohibit the use of the Licensed Dataset, Harris shall, at its option and its own expense, either: (a) Procure for Customer the right to continue using the Licensed Dataset; or (b) Replace it with non-infringing software having substantially the same performance and functionality; or (c) Modify it so it becomes non-infringing and having substantially the same performance and functionality; or (d) If none of the above is commercially reasonably available, terminate the license to use the Licensed Dataset that is infringing or in violation and return to the Customer its unused pro-rata portion of the price actually paid for the Licensed Dataset based on a useful life of three years.

2. The foregoing Licensed Dataset indemnity does not apply to the following: (1) Infringement by a combination of Licensed Dataset with other software not furnished hereunder unless Harris is a contributory infringer; (2) Infringement resulting from changes made to Licensed Dataset by the Customer unless the changes were made by the Customer at the direction of Harris; (3) Any settlements of a claim, suit, or proceeding made by Customer without Harris's written consent; and (4) Infringement for use by or for the U.S. Government.
3. The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights by the Licensed Dataset.

#### **Article XIII - MAINTENANCE SUPPORT**

1. Nothing herein shall obligate Harris to provide to Customer any maintenance, upgrades, Revisions, etc. nor shall Harris have any obligation hereunder to provide Customer with any technical assistance in the use and operation of the Licensed Dataset, except with respect to any of such actions or fixes as may be required by Harris or Licensed Dataset operability to meet any of Harris' warranty obligations contained in this Agreement.
2. Harris may, from time to time, issue updates to the Licensed Dataset incorporating Revisions and Enhancements to the Licensed Dataset. If Harris should issue an update to the Licensed Dataset within thirty (30) days of the date of delivery of Licensed Dataset to Customer, Harris shall provide such update to Customer at no additional cost to Customer. If such updates are issued after thirty (30) days from the date of delivery of Licensed Dataset to Customer, Customer may obtain such update at Harris's then current price.

#### **Article XIV - GENERAL**

1. This Agreement supersedes all prior agreements, proposals, representations, and communications between Harris and Customer relating to the subject matter contained herein, and this End User License Agreement supersedes all terms and conditions as provided in any Purchase Order.
2. Both Harris and Customer agree to exclude application of the U.N. Convention of Contracts for the International Sale of Goods to this Agreement, and any subsequent pass-through licensing or where it may be otherwise applicable.
3. The headings for each section are for the reader's convenience only and are not to be construed as limiting in any way.
4. If a part of this Agreement is held unenforceable or invalid or prohibited under law, it shall be struck from this Agreement and shall not affect the enforceability of the other parts of this Agreement.
5. Under the terms of this Agreement, Customer is a licensee of Harris. Customer is not an employee, agent, partner, contractor or representative of Harris. The respective obligations and rights of Harris and Customer are specifically limited by the terms of this Agreement. Both parties to this Agreement hereby acknowledges that it does not have authority to incur any obligations or responsibilities on behalf of the other party.

6. Customer acknowledges that any unauthorized use or disclosure of Licensed Dataset may cause irreparable damage to Harris and that injunctive relief or other equitable remedies may be necessary to prevent or minimize such damage to Harris.
7. Nothing in this Agreement shall limit Harris from using and licensing the Licensed Dataset to other parties.