



MAPANYTHING, INC. PREMIUM DATA LICENSE AGREEMENT

Customer Full Legal Name:	
Customer Address:	

THIS MAPANYTHING, INC. PREMIUM DATA LICENSE AGREEMENT (“**Agreement**”) between **MapAnything, Inc.**, a Delaware corporation with its principal place of business at 5200 77 Center Drive, Suite 400, Charlotte, North Carolina 28217 (“**MapAnything**”) and the party named above (“**Licensee**”), shall be effective as of the later date of execution between the Parties as shown on the signature page below (the “**Effective Date**”). MapAnything and Licensee are collectively referred to herein as the “**Parties**”, and each, individually, a “**Party**”.

1. DEFINITIONS

- 1.1** “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.2** “**Contributed Database**” means Databases licensed by Contributors to MapAnything with the right to grant sublicenses as set forth herein and identified on Schedule “A”.
- 1.3** “**Contributor**” means a third-party licensor of any Contributed Databases to MapAnything, in which MapAnything has secured the necessary rights to sublicense to third Parties.
- 1.4** “**Database**” means a compilation of geographic, cartographic, engineering, architectural, tabular, text and/or other data, information, or works, including, but not limited to, graphic and/or file data in automated or manual form.
- 1.5** “**Derivatives**” or “**Derivative Products**” shall mean all works created by Licensee that incorporate all or part of the Licensed Products, including, but not limited to, any revision, modification, translation, abridgment, condensation, expansion, collection, compilation or any other form of, or modification to the Licensed Products.
- 1.6** “**Intended Use**” means for internal use by Licensee or Users, or other authorized individuals acting for the benefit of Licensee its affiliates, or its non-corporate-owned affiliates. Licensee is expressly prohibited from reselling Licensed Products to any third Party other than Licensee’s non-corporate-owned affiliates for their internal use. MapAnything expressly acknowledges that the Licensed Products will be shared with, and licensed to, Licensee’s non-corporate-owned affiliates.
- 1.7** “**Licensed Products**” means the products ordered by Licensee on any Sales Order Form and may include portions of the Contributed Databases.
- 1.8** “**Map-Centric Output**” shall mean data output as represented by map markers or aggregation and presented to the end user as an interactive and/or exportable map layer thru Licensed Products.
- 1.9** “**Sales Order Form**” or “**SOF**” means an ordering document specifying the Licensed Products to be provided hereunder that is entered into between Licensee and MapAnything, including any addenda and supplements thereto. By entering into a Sales Order Form hereunder, Licensee and/or its affiliates expressly agree to be bound by the terms of this Agreement as if it were an original Party hereto.
- 1.10** “**Salesforce.com Output**” shall mean data output as direct record inserts into licensees Salesforce.com ORG as created thru Licensed Products.



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- 1.11** “Users” mean individuals who are authorized by Licensee to use the Licensed Products. Users also include, but are not limited to, Licensee’s employees, consultants, contractors and agents, or third parties with whom Licensee transacts business. For the avoidance of doubt and not as a limitation of the foregoing, Licensee transacts business with its Affiliates and its non-corporate-owned Affiliates so Licensee’s Affiliates and its non-corporate-owned Affiliates and their employees, consultants, contractors, and agents are Users if Licensee authorizes them to use the Licensed Products.
- 1.12** “Visual Output” means printouts, plots, displays, photographic film, printed matter and other visual representation of data.

2. GRANT OF LICENSE

- 2.1 Scope of License Grant.** MapAnything hereby grants Licensee and the Users, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable (other than as expressly provided herein), royalty-free, non-revocable, non-sublicensable and non-assignable (other than as expressly provided herein) right and license to access, use, modify, and copy the Licensed Products solely for the Intended Use; *provided, however*, Licensee and the Users will only have access to the current version of the Licensed Product and Contributed Databases from the effective date of this Agreement until this Agreement is terminated or expires in accordance with its terms. Licensee may, without limitation, produce Visual Output, Map-Centric Output, or Salesforce.com Output from the Licensed Products and/or from Derivative Products for the Intended Use.
- 2.2 Derivative Products.** Subject to the terms of this Agreement, Licensee and the Users may create and distributed Derivative Products to the extent that such Derivative Products contributed to the Intended Use. Such Derivative Works shall be the sole and exclusive property of MapAnything. MapAnything hereby grants to Licensee a limited, revocable, right and license to use such Derivative Products and all intellectual property rights attributable or corresponding thereto, royalty-free, in perpetuity, under the terms of this Agreement, solely for the Intended Use, provided that such use does not include any attempt to reverse-engineer any aspect of the Licensed Products or to sell the Licensed Products other than as expressly provided in this Agreement.
- 2.3 Non-Assignment.** Except as expressly permitted in this Agreement, Licensee shall have no right to assign, transfer, or sublicense any aspect of the Licensed Products. Licensee may assign, transfer, or sublicense any aspect of the Licensed Products to its lawful successors or assigns by means of a merger, reorganization or sale of all or substantially all of Licensee’s business.
- 2.4 Permitted Use.** Licensee’s contractors, consultants, agents, and other third-Party Users that Licensee engages for the Intended Use may use the Licensed Products and Derivatives in digital or other formats as long as (i) these third Parties’ use is limited to the Intended Use; (ii) these third Parties do not sell, license, or otherwise distribute Licensed Products or Derivatives or any portion thereof other than to the Users for the Intended Use; (iii) these third Parties must destroy any copies of the Licensed Products or Derivatives or portions thereof immediately upon termination or completion of their scope of work as related to the Intended Use; (iv) these third Parties are not competitors of MapAnything that MapAnything provides to Licensee in writing on or before the Effective Date of this Agreement; and (v) these third Parties must abide by the terms of this Agreement. Without limiting the foregoing, Licensee understands and agrees that it shall in no event use any aspect of the Licensed Products or Derivatives other than for the Intended Use. Licensee may provide copies of this Agreement to its non-corporate-owned Affiliates and its Affiliates.

3. MAPANYTHING RESPONSIBILITIES

MapAnything shall make delivery of the Licensed Products via an interactive data layer inside MapAnything for Salesforce product. Licensee agrees this is the only delivery method that MapAnything will be responsible for providing.



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4. **LICENSEE RESPONSIBILITIES**

Licensee will be responsible for (i) compliance with the terms and conditions of this Agreement by any Users to whom Licensee grants access to the Licensed Products or Derivative Products; (ii) securing and protecting the Licensed Products and Derivatives in its possession from unauthorized distribution and access; (iii) preventing any use of the Licensed Products or Derivatives in its possession outside of the Intended Use; and (iv) preventing access from any of MapAnything's competitors or those of our Contributors to any portions of the Licensed Products, Derivatives, or any related information in Licensee's possession.

5. **CONFIDENTIALITY**

5.1 **Definition of Confidential Information.** As used herein, "**Confidential Information**" shall be construed broadly and means all non-public, proprietary or confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each Party shall include, without limitation and without the need to designate as confidential: (i) the terms and conditions of this Agreement, (ii) the Contributed Databases and underlying technology, architecture, code base and trade secrets with respect to same, and (iii) business and marketing plans, technologies and technical information, product plans and designs, financial information, pricing and business processes. The Parties' obligations in this Section 5 shall continue in force and effect for a period of five (5) years after any termination of this Agreement or, for Confidential Information that constitutes a trade secret, until such information no longer constitutes a trade secret under applicable law, without breach hereof.

5.2 **Exceptions.** Information will not be considered to be Confidential Information to the extent, but only to the extent, that such information: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party.

5.3 **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its directors, officers, employees, contractors and agents who need access to such Confidential Information for purposes consistent with this Agreement and are under confidentiality obligations with the Receiving Party no less stringent than those included herein either as a condition of their employment or receiving the Confidential Information.

5.4 **Compelled Disclosure.** Notwithstanding the restrictions set forth in Section 5.1, the Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.



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- 5.5 Remedies.** Each Party acknowledges and agrees that, in the event of a breach or threatened breach by the Receiving Party of any of the provisions of this Section 5, damages may not be an adequate remedy for the Disclosing Party and, accordingly, the Disclosing Party may be entitled, in addition to any other remedies available to it, to seek injunctive relief against such breach or threatened breach.
- 5.6 Return of Confidential Information.** Upon Disclosing Party's written request upon expiration or termination of this Agreement (or at any earlier time upon written request by the Disclosing Party), the Receiving Party will: (i) promptly deliver to the Disclosing Party all originals and copies, in whatever form or medium, of all the Disclosing Party's Confidential Information and all documents, records, data and materials, in whatever form or medium, containing such Confidential Information in the Receiving Party's possession, power or control and the Receiving Party will delete all of the Disclosing Party's Confidential Information from any and all of the Receiving Party's computer systems, retrieval systems and databases; and (ii) request that all persons to whom it has provided any of the Disclosing Party's Confidential Information comply with this Section 5.6.

6. RESERVATION OF RIGHTS; NOTICES

- 6.1 Reservation of Rights.** Subject to the rights expressly granted hereunder, MapAnything and any Contributors reserve all rights, title, and interests, in and to the Licensed Products and Contributed Databases, including all of the related intellectual property rights thereto. Licensee understands that MapAnything may, at its sole discretion that may be withheld or conditioned for any reason, replace Contributors at any time without notice. Licensee agrees that any works commissioned or undertaken by MapAnything pursuant to or in supplementation to this Agreement shall be and remain the property of MapAnything unless agreed to otherwise in writing. No rights are granted to Licensee hereunder other than as expressly set forth herein.
- 6.2 Proprietary Notices.** Other than as expressly provided in this Agreement, MapAnything and its Contributors claim and reserve all ownership and rights afforded at law and in equity in all data, compilations, and materials that constitute the Licensed Products, including, but not limited to, all rights under federal copyright law. Licensee agrees to respect and not to knowingly or maliciously remove, obliterate, or cancel from view any copyright, trademark, confidentiality, or other proprietary notice, mark, or legend appearing on the Licensed Product or on the Visual Output, including, but not limited to, any such notices displayed to the user during the operation of the Licensed Products and any such notices in the documentation, and agree to use reasonable efforts to reproduce and include the same on any copy of the Licensed Product or any portion thereof distributed to Licensee or its consultants, agents, and contractors.

7. WARRANTIES, DISCLAIMER, AND LIMITATION OF LIABILITY

- 7.1 Mutual Warranties.** Each Party represents and warrants that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; (iii) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of each Party, enforceable against either Party in accordance with its terms; and (iv) neither this Agreement nor its performance of its obligations hereunder shall knowingly place either Party in breach of any other contract or obligation with a third party.
- 7.2 Disclaimer.** **MAPANYTHING MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE**



OF PERFORMANCE, AND MAPANYTHING HEREBY DISCLAIMS SAME. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, MAPANYTHING PROVIDES THE LICENSED PRODUCTS “AS IS” WITHOUT ANY OTHER WARRANTIES. NEITHER MAPANYTHING NOR ITS CONTRIBUTORS MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING AVAILABILITY OR ACCURACY OF THE LICENSED PRODUCTS AND/OR CONTRIBUTED DATABASES. NO AGENT OF MAPANYTHING IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF MAPANYTHING AS SET FORTH HEREIN.

- 7.3 MapAnything represents and warrants that the Licensed Products, data and any other information provided pursuant to this Agreement (collectively, the “Data”) will not include any social security numbers, protected health information, driver’s license numbers, race information, or any information that could be used to identify a protected class of people.
- 7.4 MapAnything represents and warrants that: (i) the Data was obtained and maintained in compliance with all laws, rules, and regulations, (ii) it has the right to provide the Data to Licensee, and (iii) the Data will be as current, accurate, and complete as made available by its Contributors. MapAnything further represents and warrants that the Licensed Products and Data do not infringe, misappropriate or otherwise violate any intellectual property rights of any third party.
- 7.5 **Limitation of Liability. IN NO EVENT SHALL MAPANYTHING BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER INDIRECT DAMAGES IN CONNECTION WITH, OR ARISING OUT OF, THIS AGREEMENT. THE TOTAL AGGREGATE LIABILITY OF MAPANYTHING AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRIBUTORS, SUPPLIERS AND LICENSORS IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF: (I) ONE HUNDRED DOLLARS U.S. (\$100.00); OR (II) THE TOTAL AMOUNT THAT LICENSEE HAS PAID TO MAPANYTHING UNDER THIS AGREEMENT FOR THE PREVIOUS 12-MONTH PERIOD.**

8. MUTUAL INDEMNIFICATION

8.1 MapAnything Indemnification.

- 8.1.1 MapAnything shall, at its own expense, defend, indemnify, and hold Licensee and its Affiliates harmless from any third-party claim, demand, cause of action, debt, liability, allegation, suit or proceeding (each, an “Action”) for any injury or loss related to, or as a result of, MapAnything’s breach of any of the terms of this Agreement including, but not limited to, the foregoing representations and warranties set forth in Section 7, above. Licensee will have the right to terminate this Agreement without liability or further obligation if MapAnything breaches any terms of this Agreement and fails to cure such breach within thirty (30) days of its receipt of written notice of the breach.
- 8.1.2 MapAnything shall, at its own expense, defend, indemnify, and hold Licensee and its Affiliates harmless from any third-party Action to the extent such Action is based upon an allegation that the Licensed Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright. If a third party alleges that Licensee’s use of the Licensed Products infringes a patent or copyright of a third party a result of modifications made by Licensee, Licensee will defend and indemnify MapAnything and the Contributors against any such third-party Action, including any judgments, settlements, and reasonable attorneys’ fees. The perpetual license, warranties, and indemnification obligations hereunder, will survive any termination or expiration of this Agreement.



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- 8.2 Licensee Indemnification.** Licensee shall, at its own expense, defend, indemnify and hold MapAnything and its Affiliates, suppliers, and partners, and the officers, directors, employees, agents and representatives of each of the foregoing harmless from and against any Action, and shall pay all losses, damages, liabilities, settlements, judgments and expenses (including attorneys' fees and court costs), arising out of or related to any breach by Licensee of this Agreement or any negligence, violation of applicable law, or other act or omission by Licensee.
- 8.3 Indemnification Procedures.** An indemnifying Party's indemnification obligations under this Section 8 are subject to the indemnified Party's(ies') compliance with the following procedures: (i) the indemnified Party(ies) must provide the indemnifying Party with prompt written notice of such Action; *provided, however,* that the indemnifying Party's obligations under this Section shall continue even if the indemnified Party(ies) does not give the indemnifying Party such prompt notice of any Action so long as such failure does not materially prejudice the indemnifying Party; (ii) the indemnifying Party shall have the right to control the defense and negotiation of all Actions; *provided, however,* that the indemnifying Party may not settle any Action without the consent of the indemnified Party(ies) if such settlement admits liability on the part of the indemnified Party(ies) or imposes any liability or obligation upon the indemnified Party(ies), in each instance without the indemnified Party's(ies') prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed); (iii) the indemnified Party(ies) may, at its/their expense, retain counsel to assist and observe the indemnifying Party's defense of such Action; and (iv) the indemnified Party(ies) shall cooperate fully with the indemnifying Party in connection with such Action at the indemnifying Party's sole expense.
- 8.4 Exclusive Remedy.** This "Mutual Indemnification" Section states the indemnifying Party's sole liability to, and the indemnified Party's(ies') exclusive remedy against, the other Party for any type of claim described in this Section.

9. PUBLICITY

MapAnything and Licensee may issue a joint press release announcing the Parties' relationship. The timing and content of such press release will be subject to the approval of each Party, which approval may not be unreasonably withheld. Except as required by law, neither Party will make any public statements, press releases or other public announcements regarding the Parties' relationship without the prior written approval of the other Party, which approval may not be unreasonably withheld.

10. GENERAL PROVISIONS

- 10.1 Export Compliance.** Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each of MapAnything and Licensee represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Licensee shall not permit Proposed Customers to access or use Services in violation of any U.S. export embargo, prohibition or restriction.
- 10.2 Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 10.3 Further Assurances.** Upon a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.
- 10.4 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 10.5 Notices.** Except as expressly otherwise provided in this Agreement, all notices, permission, and approvals by either Party in connection with this Agreement must be in writing and shall be deemed



duly given upon (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested, (iv) sending by facsimile with confirmation of successful transmission; (v) delivery through electronic signature technology, or (vi) sending by email, to, in each case, the applicable Party's address or number given in the signature block of this Agreement, as each Party may update its addresses and numbers from time to time by notice given in accordance herewith.'

- 10.6 Waiver and Cumulative Remedies.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
- 10.7 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- 10.8 Interpretation.** Each Party acknowledges and agrees that this Agreement: (i) resulted from an "arms' length" negotiation and (ii) will not be construed in favor of or against a Party by reason of the identity of the drafter or to the extent to which any party or its advisors participated in its preparation. Section headings are provided for convenience only and are not to be used to definitively construe or interpret this Agreement. The term "including" as used in this Agreement means "including, but not limited to." References to (i) a time period or to a point in time will be to the local jurisdiction where the Services are provided, (ii) words or defined terms in this singular include the plural case, and vice versa, and (iii) a dollar amount or currency will be such amount in United States Dollars unless stated otherwise in such reference.
- 10.9 Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety by providing reasonable written notice to the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. A Party's sole remedy for any purported assignment by the other Party in breach of this Section 10.9 shall be, at the non-assigning Party's election, termination of this Agreement upon written notice to the assigning Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- 10.10 Governing Law.** This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of North Carolina, without regard to its conflicts of laws rules. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.
- 10.11 Venue; Waiver of Jury Trial.** The state and federal courts located in Charlotte, North Carolina shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts. Each Party also hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.
- 10.12 Dispute Resolution.** Subject to the terms of Section 7 (**Warranties, Disclaimer, and Limitation of Liability**) and in accordance with the procedures outlined below, any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, or under any law, now existing or hereafter arising under or in connection with, or in any way pertaining to, this Agreement ("**Dispute**") will be resolved expeditiously, amicably, and at the level within each Party's organization most knowledgeable about the Dispute. The Parties do not intend



for these procedures to supplant the routine handling of inquiries and complaints through informal contact with customer service representatives or other designated personnel of the Parties. Throughout the Dispute resolution process, each Party will continue to perform its obligations under this Agreement.

10.12.1 General. The complaining Party's representative will notify the other Party's representative in writing of a Dispute, and the non-complaining Party will exercise good faith efforts to resolve the matter as expeditiously as possible. In the event that such matter remains unresolved ten (10) business days after the delivery of the complaining Party's written notice, senior representatives of each Party will confer in an effort to resolve the Dispute. If they are unable to reach a resolution of the Dispute, it will be resolved by binding arbitration in accordance with the terms of this Section 10.12 (**Dispute Resolution**), except as otherwise set forth below. A Party who fails or refuses to submit to arbitration following a lawful demand by the other Party will bear all costs and expenses incurred in compelling arbitration of any Dispute.

10.12.2 Governing Rules. Arbitration proceedings will be administered by the American Arbitration Association ("AAA") and conducted in accordance with the AAA Commercial Arbitration Rules, or such other administrator rules as agreed by the Parties. If there is any inconsistency between the terms of this Agreement and any such rules, the terms of this Agreement shall control. The arbitration will be conducted at a mutually-agreed upon location in the jurisdiction whose law governs this Agreement, or as selected by the administrator if no agreement can be reached ("**Arbitration Location**"). The Parties hereby waive any claim of *forum non conveniens*. All Disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code).

10.12.3 No Waiver; Provisional Remedies. The Parties agree that pursuing arbitration of a Dispute will not limit a Party's right to seek provisional or ancillary remedies, including injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction in the Arbitration Location or elsewhere, whether before, after or during any Dispute resolution activity. The exercise of any such remedy will not waive the right of any Party to compel arbitration or referral under this Dispute provision.

10.12.4 Arbitrator Qualifications and Powers; Awards. Arbitrators must be active members of the official licensing organization for attorneys in the Arbitration Location or retired judges of the judiciary of the Arbitration Location, with expertise in the substantive law relating to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators: (i) will resolve all Disputes in accordance with the substantive law that governs this Agreement, excluding any applicable conflicts or choice of law provisions; (ii) may grant any remedy or relief that a court of the jurisdiction whose law governs this Agreement could order or grant and such ancillary relief as is necessary to make effect any such award (but in no event will the arbitrator have the authority to award damages that exceed the scope of this Agreement); and (iii) will have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the rules of civil procedure in the jurisdiction whose law governs this Agreement. Any Dispute in which the initial amount in controversy is Five Million Dollars (\$5,000,000.00), or its equivalent, or less shall be decided by a single arbitrator. Any Dispute in which the initial amount in controversy exceeds Five Million Dollars (\$5,000,000.00), or its equivalent, will be decided by majority vote of a panel of three (3) arbitrators; *provided, however*, that all three arbitrators must actively participate in all hearings and deliberations.



10.12.5 Entry of Judgment. The arbitrator(s) will be required to make specific, written findings of fact and conclusions of law. The arbitration award shall be final and binding. Judgment on the arbitration award may be entered and enforced by any court of competent jurisdiction.

10.12.6 Miscellaneous. To the maximum extent practicable, the arbitrator(s) and the Parties will take all action required to conclude any arbitration proceeding within one hundred eighty (180) days of the filing of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a Party required in the ordinary course of its business, by law, or to the extent necessary to exercise judicial review rights as set forth herein.

10.12.7 Costs and Attorneys' Fees. In all Disputes, the prevailing Party is entitled to recover its costs of the arbitration and reasonable legal counsel fees (including, if applicable, reasonable charges for in-house counsel), and other legal expenses from the non-prevailing Party.

10.13 Entire Agreement. This Agreement constitutes the entire agreement between MapAnything and Licensee and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter between MapAnything and Licensee. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto, the terms of such exhibit or addendum shall prevail.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this Agreement as of the Effective Date.

MAPANYTHING, INC.

LICENSEE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



SCHEDULE A

CONTRIBUTED DATABASE

Name of Contributed Database	Description