

SKYLINE SOFTWARE END USER LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (THE “LICENSE”) IS A LEGAL AGREEMENT BETWEEN SKYLINE SOFTWARE SYSTEMS, INC. (“SKYLINE”) AND YOU (EITHER AN INDIVIDUAL OR AN ENTITY). BY CLICKING THE “ACCEPT” BOX OR BY DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU REPRESENT (I) THAT YOU HAVE BEEN AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF THE CUSTOMER (THE ENTITY ON WHOSE BEHALF YOU ARE ACTING, IN WHICH EVENT “YOU” AND “YOUR” SHALL REFER TO YOU AND SUCH ENTITY, AS THE CASE MAY BE), OR (II) THAT YOU INTEND TO BE PERSONALLY BOUND TO THE TERMS OF THIS AGREEMENT AS THE CUSTOMER. IF YOU ARE NOT SO AUTHORIZED OR DO NOT INTEND TO BE PERSONALLY BOUND, THEN SKYLINE IS UNWILLING TO LICENSE THE SOFTWARE, YOU ARE NOT PERMITTED TO DOWNLOAD, INSTALL, COPY OR USE THE SOFTWARE, AND YOU SHOULD RETURN IT TO THE ORIGINAL SOURCE FOR A REFUND. IF YOU ACCEPT THESE TERMS ON BEHALF OF AN ENTITY, YOU MAY USE THE SOFTWARE ONLY ON BEHALF OF SUCH ENTITY. IF YOU INTEND TO BE PERSONALLY BOUND, USE OF THE SOFTWARE IS LIMITED TO YOUR PERSONAL USE.

License. You have licensed or been officially authorized by Skyline to install and use one or more Skyline products, which may include the following: TerraExplorer®; TerraExplorer® Plus; TerraExplorer® Pro; TerraExplorer® for Web; TerraExplorer® for Mobile; TerraBuilder®; PhotoMesh®; SkylineGlobe® Server; TerraGate® and Streaming Feature Server (the “Software”). Except as expressly provided in the specifications for your licensed Software, the following terms shall apply:

- The Software is provided in and is licensed for use in object-code form only and for use only on a single computer and by a single contemporaneous user, and without such copy being accessible over a network.
- You may transfer the Software from one workstation to another provided You only use one copy of the Software on a single computer or a single virtual instance of a computer at any time.
- You may not reverse assemble, reverse compile, translate or otherwise attempt to create the source code from the Software or create derivative works of the Software or any portion thereof, including for reasons of error correction or interoperability, except to the extent this prohibition is limited by law.
- You may not use, transmit, distribute, copy, modify, or alter the Software except as expressly provided in this License.
- You may not rent, lease, license, grant a security interest in, or otherwise transfer rights to the Software.
- You may not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software.

Title. Skyline retains all proprietary rights and title to the Software and any modifications, including copyrights, trade names and trademarks, and no ownership of any part of the Software is hereby transferred to You. You agree to exercise due care and diligence under this License to protect the interests and rights of Skyline and its suppliers.

Security. You understand and agree that the Software contains trade secrets belonging to Skyline, and will take all reasonable steps to protect its confidentiality. You acknowledge that the Software is the property of Skyline and contains confidential information. You agree that You will not provide a copy of the Software nor divulge any details of it to any person without the prior consent in writing of Skyline, provided that You may permit Your employees to access Your copy subject to the terms hereof.

Backup. You may make one copy of the Software solely for use for archival or backup purposes (or that number of copies as permitted by applicable law). You must label any and all copies to include the copyright and trademark notices, the Software name and version number. Any and all copies of the Software made are fully subject to the terms of this License.

Term. This License shall continue so long as You use the Software in compliance with this License. Should You breach any of its obligations, this License shall automatically terminate, and You agree to destroy all copies of the Software and all materials provided for or with the Software. You may terminate this License at any time by deleting and destroying all copies or returning them to Skyline.

Limitation of Warranties and Liability. THE SOFTWARE AND MANUALS ARE PROVIDED “AS IS,” WITHOUT WARRANTY, REPRESENTATION OR CONDITIONS OF ANY KIND. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT SKYLINE OR ITS DEALERS OR SUPPLIERS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. FURTHER, SKYLINE DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OF THE USE OF, THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE, AND YOU RELY ON THE SOFTWARE AND RESULTS SOLELY AT YOUR OWN RISK.

THE SOFTWARE MAY INCLUDE DATA AND IMAGES FROM THIRD PARTIES. SKYLINE HAS NOT VERIFIED THE COMPLETENESS OR ACCURACY OF SUCH DATA OR IMAGES. IN ADDITION, THE AREAS DEPICTED IN THESE IMAGES MAY CHANGE OVER TIME FOR VARIOUS REASONS. SKYLINE HAS NO OBLIGATION TO PROVIDE UPDATED DATA OR IMAGES TO REFLECT SUCH CHANGES. USERS SHOULD BE AWARE OF THESE LIMITATIONS. IN PARTICULAR, PERSONS USING THE SOFTWARE FOR PURPOSES RELATED TO HIGH RISK ACTIVITIES, SUCH AS AIRCRAFT NAVIGATION, SHOULD UNDERSTAND THAT THE SOFTWARE IS NOT A SUBSTITUTE FOR ADEQUATE AND PROPER TRAINING, EXPERIENCE AND JUDGMENT AND THAT OTHER AVAILABLE SOURCES OF INFORMATION ABOUT A PARTICULAR GEOGRAPHIC AREA SHOULD ALSO BE UTILIZED.

THE SOFTWARE IS NOT FAULT-TOLERANT. SKYLINE DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SKYLINE DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT (INCLUDING NEGLIGENCE) (I) SHALL SKYLINE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR THE INABILITY TO USE THE SOFTWARE, EVEN IF SKYLINE HAS BEEN ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES, OR (II) SHALL SKYLINE’S AGGREGATE LIABILITY IN CONNECTION WITH THE SOFTWARE OR USE OF THE SOFTWARE EXCEED THE AMOUNT PAID BY YOU TO SKYLINE FOR THE PARTICULAR SOFTWARE WITH RESPECT TO WHICH SUCH LIABILITY AROSE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR THE LIMITATION OF LIABILITY IN CERTAIN SITUATIONS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU IN ALL INSTANCES.

Governing Law and Forum Selection. The validity of this License and the rights, obligations and relations of the parties shall be construed and determined in accordance with the laws of the Commonwealth of Virginia, United States of America, without giving effect to the principles of conflict or choice of law of such Commonwealth. You acknowledge that any action or suit brought to enforce any right or remedy of this Agreement shall be subject to the exclusive jurisdiction and venue of federal and state courts in Virginia. The original of this License has been written in English. The parties hereto waive any statute, law, or regulation that might provide an alternative law or forum or to have this Agreement written in any language other than English. Skyline and you exclude the United Nations Convention on Contracts for the International Sale of Goods from this License.

U.S. Government Restricted Rights. The Software and any accompanying manuals are "commercial items" (as defined in 48 C.F.R. 2.101) that were developed at private expense, are not in the public domain, and are provided to any agency, contractor or subcontractor of the U.S. Government (at any tier) subject to the maximum restrictions on use permitted by FAR 52.227-19 for civilian agencies and DFARS 227.7202-3(a) (Jan. 1, 2000) for military agencies, or successor regulations. Thus, to the maximum extent permitted by law the U.S. Government and any intermediate buyers obtain only those rights specified herein. Contractor/manufacturer Skyline Software Systems, Inc., 13873 Park Center Road, Suite 201, Herndon, Virginia, U.S.A..

Export Controls. In accordance with the U.S. Department of Commerce, Export Administration Regulations (EAR): "These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited."

None of the Software or underlying information or technology may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U. S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. In addition, you are responsible for complying with any local laws in your jurisdiction which may affect your right to import, export or use the Software, and represent that you have complied with any regulations or registration procedures required by applicable law to make this license enforceable.

For TerraExplorer products that contain the C2MP Extension, US ITAR regulations require the following disclosure: "

These commodities are authorized by the U.S. Government for export only to [country of ultimate destination] for use by [end-user]. They may not be transferred, transshipped on a non-continuous voyage, or otherwise be disposed of in any other country, either in their original form or after being incorporated into other end-items, without the prior written approval of the U.S. Department of State."

Miscellaneous. You may not assign or transfer in any way this License, any rights or obligations thereto, the Software or any modifications thereto without the prior written consent of Skyline. If any provision of this License is held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision shall be constructed by limiting or reducing it so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. This License represents the entire understanding between the parties with respect to its subject matter and merges all prior written and oral communications. This License may not be modified except by a written agreement signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a written agreement signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing.