



Argis Solutions Application and Services Licensing Agreement

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The following Licensing Agreement Terms with Argis Solutions, LLC ("Argis") governs the terms of your use of the Argis mobile application (the "App"), and of the Argis Framework geospatial services (the "Services"). Please read them carefully before accepting these Terms.

Agreement to Terms.

By clicking "Accept", you agree to be bound by the Terms of this Licensing Agreement. By agreeing to be bound by this Licensing Agreement, you further agree that your organization, and any persons you authorize to use the App and/or Services, will comply with the Terms of this Licensing Agreement.

Changes to Terms or Services.

Argis may modify these Terms at any time. If we do so, we will notify you by posting the modified Terms on the Argis website at www.argis.com ("Site"), in the App, or through the Services, or through other written communications. It's important that you review the Terms whenever we modify them, because if you continue to use the App or Services after we communicate them to you, you are agreeing to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may no longer use the App or Services. Because our App and Services evolve over time, we may change or discontinue all or any part of the App or Services at any time and without notice.

Rights in License

Subject to your compliance with these Terms, Argis hereby grants you a limited, revocable, non-exclusive, non-transferable, and non-sub-licensable license to install the App and to access any Services which you have licensed. You are solely responsible for providing all applicable hardware and/or any third-party software or required installation and configuration services required for the operation of the App and Services. You will neither make nor allow to be made any copies of the App or Services by you or any third party.

Argis incurs no obligation under this Agreement to provide any customization or consultation concerning the App or Services. Argis may, in its sole discretion, provide you with certain support free of charge to assist your use of the Services or App. Provision of any such support will not subject Argis to any liability which it would not have otherwise had under this Agreement.

In the event of any material breach of this Agreement, including failure to tender full consideration as indicated, you expressly agree to pay Argis as a liquidated damage, and not as a penalty, an amount equal to the Argis list price multiplied by the number of Licenses granted to you under the terms of this agreement.

No Assignment.

You may neither directly nor indirectly assign, by operation of law or otherwise, this Agreement or the License granted hereunder to any third party. Any attempted assignment or transfer will be invalid and of no effect.

Intellectual Property Rights.

You acknowledge that Argis has expended considerable resources and expertise in creating the App and Services and that the concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, generalized features of its structure, sequence and organization, user interfaces and screen designs, tools, utilities and routines, as well as the logic, coherence and methods



of operation, and Argis' innovation, application, and source code constitute valuable trade secrets which are exclusive to Argis. You further acknowledge Argis' exclusive right, title and interest in and to the trademark/service mark ARGIS and any and all other like or similar applications or registrations in the United States of America or other countries for similar goods and services. You further acknowledge that any and all copyrights and patent rights in Argis, together with the above-referenced trademarks/service marks, and trade secrets, are the exclusive intellectual property of Argis (collectively, the "Argis Intellectual Property").

Ownership & Permissible Uses

You agree that you will not, at any time, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of any such right, title and interest to the Argis Intellectual Property. Accordingly, Argis shall retain all worldwide property and proprietary rights, title, and interest in and to all Argis Intellectual Property and, except as expressly granted under these Terms of use, you shall acquire no right or interest in such Argis Intellectual Property. You will not, nor allow any third party to (i) modify, adapt, alter, translate, or create derivative works from any Argis Intellectual Property; (ii) sublicense, lease, rent, loan, sell, distribute, make available or otherwise transfer Argis Intellectual Property to any third party; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for Argis Intellectual Property; or (iv) otherwise use or copy Argis Intellectual Property.

Use of the Mark (Wordmark, Trademark, or Logo) ARGIS

You shall not, in any manner, represent that you have any ownership in the mark ARGIS, or any registration thereof, and you acknowledge that use of the mark ARGIS shall not create in your favor any right, title or interest in and to the mark ARGIS, but all uses of the mark ARGIS by you shall inure to the benefit of Argis. You agree that you shall not obtain, register, or cause to have registered the mark ARGIS or any marks similar to the mark ARGIS hereunder within the United States of America, or elsewhere, or marks which are deemed by Argis to be an imitation or colorable imitation of the mark ARGIS.

Legal Compliance.

You shall comply with all laws, regulations, rules, ordinances, orders, and other relevant legislation applicable to your use of the App and Services. Without limiting the foregoing, you shall comply with all export and re-export administration and control laws and regulations, as may be amended from time to time, including, without limitation, the United States Export Administration Act, to ensure that the App, the Services, and the Argis Intellectual Property are not directly or indirectly shipped, transferred, or exported or re-exported directly or indirectly in violation of United States law. By using the App or Services, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Termination.

Argis retains the right to immediately terminate this Agreement and the License granted hereunder without refund upon written notice in the event you materially breach the provisions of this Agreement. Upon any termination of this Agreement and/or expiration of the License granted hereunder, you agree (i) to immediately uninstall and cease the use of all installations of the App and Services, and (ii) to return to Argis all copies of the App and Services, or, in Argis' sole discretion, to certify to Argis that all copies of the App and Services and any Argis Intellectual Property have been uninstalled and destroyed.



No Warranty.

YOU ACCEPT THE APP AND SERVICES IN AN "AS-IS" STATE WITH NO WARRANTIES OF ANY KIND WHATSOEVER AND ACKNOWLEDGE THAT YOUR USE OF THE APP AND SERVICES ARE ENTIRELY AT YOUR OWN RISK. ARGIS MAKES NO WARRANTIES EXPRESS OR IMPLIED CONCERNING THE APP OR SERVICES AND FURTHER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT OF ARGIS IS AUTHORIZED TO MAKE ANY OTHER WARRANTIES OR TO MODIFY THIS WARRANTY DISCLAIMER IN ANY WAY. YOU HEREBY WAIVE ANY AND ALL CLAIMS WHICH MAY ARISE FROM YOUR USE OF, OR INABILITY TO USE, THE APP OR SERVICES OR ANY OTHER CLAIM AGAINST ARGIS ARISING FROM OR IN CONNECTION WITH THIS LICENSE.

Limitation of Liability.

ARGIS SHALL HAVE NO LIABILITY FOR (i) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, OR LOSS OF USE OR EQUIPMENT DOWNTIME, GOODWILL, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR OTHER INTANGIBLE LOSSES, EVEN IF ARGIS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), REGARDLESS OF THE LEGAL THEORY UNDER WHICH THEY MAY BE SOUGHT CONNECTED WITH OR RESULTING FROM THIS LICENSE AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE APP OR SERVICES, OR (ii) ANY DIRECT DAMAGES CONNECTED WITH OR RESULTING FROM THIS LICENSE AGREEMENT OR YOUR USE OF THE APP OR SERVICES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS ENTIRE SECTION ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT AND THAT ALL LIMITATIONS, WARRANTIES AND DISCLAIMERS SET FORTH HEREIN REFLECT AN EQUITABLE ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT ANY REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS) AND THAT IN THEIR ABSENCE ARGIS WOULD NOT ENTER INTO THIS AGREEMENT.

Indemnification.

BY DOWNLOADING OR USING THIS APPLICATION, YOU AND ANY PERSON AUTHORIZED BY YOU TO USE THE APP OR SERVICES, AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ARGIS, INCLUDING ITS PARTNERS, OFFICERS, AFFILIATES AND EMPLOYEES FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, CLAIMS, CAUSES OF ACTION, SUITS, JUDGMENTS, COSTS AND EXPENSES WHATSOEVER, INCLUDING ATTORNEYS' FEES AND COURT COSTS, SUFFERED OR INCURRED DURING THE USE OF THE APP OR SERVICES. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ARGIS, ITS OFFICERS, AFFILIATES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, CLAIMS, CAUSES OF ACTION, SUITS, JUDGMENTS, COSTS AND EXPENSES WHATSOEVER, INCLUDING ATTORNEYS' FEES AND COURT COSTS, SUFFERED OR INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSONS WHOMSOEVER (YOUR COMPANY, EMPLOYER, AGENTS, EMPLOYEES OR ANY PERSON AUTHORIZED BY YOU TO USE THE APP OR SERVICES), OR LOSS OR DESTRUCTION OF OR DAMAGE TO PROPERTY OF ANY KIND OR CHARACTER WHATSOEVER, AND TO WHOMSOEVER BELONGING, HEREINAFTER COLLECTIVELY REFERRED TO AS "INCIDENTS," CAUSED OR CONTRIBUTED TO BY ANY ACT, ERROR OR OMISSION, NEGLIGENT OR OTHERWISE, BY YOU, OR OF ANY PERSON OF YOUR COMPANY, EMPLOYER, AGENTS, EMPLOYEES OR ANY PERSON AUTHORIZED BY YOU TO USE THE APP OR SERVICES, ARISING OUT OF OR INCIDENTAL TO THE USE OF THE APP OR SERVICES.



High Risk Activities.

THE APP AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE APP OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, ARGIS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. YOU AGREE THAT ARGIS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE APP OR SERVICES IN SUCH APPLICATIONS.

Additional Terms for App Store Apps Related to the Services.

If you or downloaded the App or accessed the Services through an App downloaded from the Apple Store, then you agree to use that App only: (a) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system software); and (b) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service.

If you accessed or downloaded the App from any app store or distribution platform (such as the Apple Store, Google Play, or Amazon Appstore) (each, an "App Provider"), then you acknowledge and agree that:

- These Terms are concluded between you and Argis, and not with App Provider.
- App Provider has no obligation to furnish any maintenance and support services with respect to the Services.
- In the event of any failure of such an App to conform to any applicable warranty, you may notify App Provider, and App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, App Provider will have no other warranty obligation whatsoever with respect to the App.
- App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or Services or your use of the App or Services, including but not limited to: (i) product liability claims; (ii) any claim that the App or Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the App or Services, or your use of the App or Services, infringe that third party's intellectual property rights, Argis will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- App Provider and its subsidiaries are third-party beneficiaries of these Terms as related to your license of the App and Services, and that, upon your acceptance of the terms and conditions of these Terms, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App or Services against you as a third-party beneficiary thereof.
- You must also comply with all applicable third-party terms of service when using the App and Services.

Survival.

The provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive. If any provision of this Agreement is held to be illegal, invalid, void or otherwise unenforceable, for any reason by a court of competent jurisdiction, such provision will be fully



severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof and the remaining provisions of the Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be reasonably possible and be legal, valid and enforceable. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is sought to be enforced. The delay or failure by Argis to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of its right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

Audit Rights.

Argis (including any third-party auditor retained by Argis) may audit the usage of the License's Software Licenses (excluding any access to your data) to ensure compliance with the terms of this Agreement. Argis will notify you in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during your regular business hours at your location and will not interfere unreasonably with your business activities. Argis may audit you no more than once in any three (3) month period. Argis reserves the right to receive at a minimum the full list price for the cost of any underpaid licenses, without waiving its right to demand additional compensation for any continuation of this Agreement, if unpaid licenses are discovered in the course of an audit.

Governing Laws.

This agreement is governed by laws of Colorado, without regard to its conflict of laws principles. The jurisdictional venue for any proceedings involving this Agreement shall be a court of competent jurisdiction located in Arapahoe County, Colorado (United States).

Entire Agreement.

This Agreement contains the entire understanding between Argis and you with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations and agreements, oral or written, between them regarding the subject matter hereof. This Agreement shall not be supplemented or modified by any course of dealing or usage of trade. Except as otherwise expressly set forth in this Agreement, this Agreement may not be modified or amended except in writing signed by both parties. Both Argis and you shall be considered joint authors of this Agreement and no rules of construction shall be invoked concerning this Agreement, its provisions or the interpretation thereof. All language of this Agreement shall be interpreted consistent with the ordinary and reasonable meaning of the words used. No prior transactions or dealings between the parties shall be deemed to establish any custom or usage waiving or modifying any provision hereof. The making, execution, and delivery of this Agreement by Argis and you have been induced by no representations, statements, warranties, disclaimers, limitations or agreements other than those expressed herein. Any rights not expressly herein are reserved.

Feedback.

We welcome feedback, comments, and suggestions for improvements to the App and Services ("Feedback"). You can submit Feedback to us via email at info@argissolutions.com, by calling 303-495-3929, or through our Site.