

PANCROMA Software Multi User License
Issued to
[Licensee]

1. Definitions as they apply to this Multi User License:

“Individual License” A License that is intended for a single user only on computers owned or leased by that single user.

“Multi Use License” A License other than an Individual License.

“Developer” For purposes of this agreement: Terrainmap Earth Imaging, LLC.

“Licensee” A holder of a Single Site or Multiple Site license, i.e. a business, educational institution, non-profit enterprise or organization.

“License” The agreement between the Licensee and the Developer as described in this document.

“Specifications” The functionality as described in the Developer’s websites, Instruction Manual or other authorized documents.

“Software” The compiled, executable PANCROMA computer code designed to operate on approved versions of the Microsoft Corporation Windows® operating system.

“Authorized Site” The licensed single or multiple site.

“Administrator” The Administrator is the individual designated by the Licensee to receive, install and authorize payment for the Software License.

“Lab Pack License” A Lab Pack License is issued to a localized site (one physical location) that is under the control of a single Administrator. For an organization that has multiple locations that are under the control of different Administrators, each location is considered to be a different site. Access from remote campuses or remote sites is allowed for Authorized Users (see below).

“Multi-Site License” applies to locations in more than one physical location, or organizations that have one physical location that is administered by independent Administrators. Access from remote campuses or remote sites is allowed for Authorized Users (see below).

“Academic License” is a special non-transferable reduced-cost license available to approved educational or non-profit institutions.

“Authorized Users” means the employees, faculty, staff, and students officially affiliated with the Licensee and the Administrator at the Authorized Site, and persons with legal access to the

computers/workstations at the Authorized Site. Authorized Users may be persons remote from the Administrator's physical location whose access is administered from the Authorized Site, but not persons at remote sites or campuses with a separate Administrator. For example, a person may be considered to be an Authorized User when accessing the Administrator's network from home or while traveling to another city; however, employees of a branch campus or facility under the control of a separate Administrator are not considered to be Authorized Users.

"Direct Control" A computer under the Direct Control of the Administrator means one that is owned by the Licensee and to which responsibility is given to the Administrator.

"Warranty Period" A period of time that extend one year past the purchase date of the Software.

2. General Terms

EXAMPLE

Terrainmap Earth Imaging LLC (Developer) hereby grants to the user (Licensee) a single, perpetual, non-exclusive, Lab Pack Academic license to use PANCROMA Software as set forth under the terms and conditions of this Agreement.

3. Authorized Site and Users

Terrainmap Earth Imaging LLC grants to the Administrator designated by the Licensee and to Authorized Users at the Administrator's Authorized Site access to PANCROMA executable code under the terms and conditions of this License. This grant extends only to the designated Administrator and such Authorized Users and may not be transferred to, or extended to, others.

The Administrator agrees to exercise reasonable vigilance and shall be responsible for all access control and security measures necessary to ensure that the licensed Software is not accessed or used by other than Authorized Users. The Administrator warrants and represents that common and reasonable methods will be used to inform Authorized Users of general terms and conditions for the use of the Software under this License. The Administrator will make reasonable attempt to enforce the terms of this License upon receiving information from Terrainmap Earth Imaging LLC or any other source that indicates that one or more Authorized Users is in violation of the terms of this License.

4. Restrictions.

Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else except as specified in the License without the prior written consent of Developer. The Licensee is allowed to make multiple copies for use on computers under the Direct Control of the Administrator but must not distribute copies of the Software to any other party.

5. Simultaneous Number of Users

There is no restriction on the number of Authorized Users simultaneously using the Software.

6. Fee.

In consideration for the grant of the license and the use of the Software, Licensee agrees to pay Developer the stated license fee.

7. Warranty of Title.

Developer hereby represents and warrants to Licensee that the Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer to either: (i) procure, at Developer's expense, the right to use the Software, (ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or (iii) refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to Developer.

8. Warranty of Functionality.

For the Warranty Period, Developer represents that the Software shall perform according to the Developer's Specifications when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify the Developer. Licensee's remedy shall be that Developer shall (i) correct the Software so that it operates according to the warranty, or else (ii) refund the purchase price of the Software. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Licensor.

9. Software Maintenance.

During the Warranty Period, Developer shall make available to the Licensee any new, corrected or enhanced version of the Software as created by the Developer. Such enhancement shall include all 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.

10. Support

Software support for Multiple Use Licenses is offered through the Administrator or the individual users and will extend through the Warranty Period.

11. Payment.

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

12. Warranty Disclaimer.

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE DEVELOPER DOES NOT WARRANT THAT THE SOFTWARE IS FIT FOR ANY PURPOSE, AND IN FACT STATES THAT THE USE OF THE SOFTWARE OR PROCESSED IMAGES SHALL NOT BE USED FOR MISSION-CRITICAL APPLICATIONS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE DEVELOPER.

13. Limitation of Liability.

Developer 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 Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

14. Notice.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.