

CITY EXPLAINED, INC. PRODUCTS END USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY

This License Agreement is between the licensee ("You") and City Explained, Inc. ("City Explained, Inc."), a business incorporated in the State of North Carolina.

Unless superseded by a signed license agreement between You and City Explained, Inc., City Explained, Inc. is willing to license Products to You only if You accept all terms and conditions contained in this License Agreement. Please read the terms and conditions carefully. You have no right to copy, complete installation or otherwise use the Products in any manner until You have agreed to the terms and conditions of the License Agreement. If You do not agree to the terms and conditions as stated, choose "I do not accept the terms in the license agreement" below. You may then request a refund of applicable fees paid, which will be reviewed and approved on a case-by-case basis subject to City Explained, Inc.'s return and refund policy.

ARTICLE 1-DEFINITIONS

Definitions. The terms used are defined as follows:

- a. "Beta" means any alpha, beta, or prerelease Product.
- b. "Documentation" means all user reference documentation that is delivered with the Software, including but not limited to sample data provided for user's reference and education.
- c. "License Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- d. "Network License" means a license to install and use the Software and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number allowed by the license.
- e. "Online Application(s)" means Software designed for use within an online, web-based, or Internet environment.
- f. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that You order.
- g. "Product(s)" means Software, Online Applications and Documentation licensed under the terms of this Agreement. Products may include, but are not limited to CommunityViz, Scenario 360, or Scenario 3D.
- h. "Productive Purpose(s)" means Use of the Products for any purpose which results in money, goods or property paid to You or any other person or entity. For example and without limitation, fee-for-service work performed by a non-profit organization is a Productive Purpose.
- i. "Stand-Alone License" means a license that allows You to permit a specified number of authorized end user(s) to install and use the Software and Documentation on a specified number of computer(s) for exclusive use by those end users on the computers on which the Software is installed, according to the number of authorized end users and the number of computers specified in the applicable Ordering Document.
- j. "Special Use License" means a license or access provided under a special program for use of Products subject to special terms set forth herein.
- k. "Software" means all or any portion of City Explained, Inc.'s proprietary software technology accessed or downloaded from a City Explained, Inc.-authorized website or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- l. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.

ARTICLE 2-INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. City Explained, Inc. owns Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. You agree to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. City Explained, Inc. reserves all rights not specifically granted in this

License Agreement including the right to change and improve Products.

ARTICLE 3-GRANT OF LICENSE

3.1 Grant of License. City Explained, Inc. grants to You a personal, non-exclusive, non-transferable license solely to use the Products as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid; (ii) for Your own internal use; (iii) in accordance with this Agreement and the configuration ordered by You or as authorized by City Explained, Inc. or its authorized distributor; and (iv) for the applicable Term or, if no Term is identified, until terminated in accordance with Article 5. License types may include, but are not limited to, Stand-Alone License, Network License, Special Use License, or Term License.

3.2 Evaluation, Trial, and Beta Licenses. Products acquired under an evaluation license or trial license or under a Beta program are intended for evaluation and testing purposes only and not for Productive Purposes or commercial use. Any such use is at Your own risk, and the Products do not qualify for City Explained, Inc. or distributor maintenance.

3.3 Special Use Licenses. If You acquire Products under a special pricing program for government, nonprofit, academic, or other limited-use license, Your use of the Products is subject to the following additional terms according to the license type.

- a. **Government/Nonprofit License.** You may Use the Products solely for Your own public government or government-recognized non-profit activities and not for Productive Purposes or commercial purposes. Use of the Product for paid services or fee-for-service work is not permitted by this License.
- b. **Academic License.** You may Use the Products solely for Your research, training or instruction at an accredited academic program. Use of the Product for Productive Purposes or commercial purposes is not permitted by this License. Use of the Product for paid services or fee-for-service work is not permitted by this License.
- c. **Student License.** You may Use the Products solely for Your own personal education or research performed by You. By accepting this license you affirm that as of the date of Your acceptance of the this Agreement, You are currently enrolled in an accredited academic program which has been deemed by City Explained, Inc. at its sole discretion eligible for Student Licensing. Use of the Product for Productive Purposes or commercial purposes is not permitted by this License. Use of the Product for paid services or fee-for-service work is not permitted by this License.

ARTICLE 4-SCOPE OF USE

4.1 Permitted Uses

- a. For Products delivered to You, You may:
 1. Install and store Products on electronic storage device(s);
 2. Make archival copies and routine computer backups; and
 3. Move the Products in the licensed configuration to a replacement computer.
- b. **Online Applications.** For Products that are Online Applications, You may enable, install, and use Online Applications in the applicable online environment in accordance with the Ordering Document(s) and Documentation.
- c. **Consultant or Contractor Access.** Subject to Article 3.1, City Explained, Inc. grants You the right to permit Your consultants or contractors to use the Products exclusively for Your benefit. You shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor discontinues Product use upon completion of work for You. Access to or use of Products by consultants or contractors not exclusively for Your benefit is prohibited.

4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, You shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
- b. Use Software or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- c. Redistribute Products to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- d. Redistribute License Codes;
- e. Reverse engineer, decompile, or disassemble Products;
- f. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- g. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- h. Remove or obscure any City Explained, Inc. (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of Documentation delivered hereunder;
- i. Unbundle individual or component parts of a Product for independent use;
- j. Incorporate any portion of the Software into a product or service that competes with the Software;
- k. Publish the results of benchmark tests run on Beta without the prior written permission of City Explained, Inc. and its licensors;
- l. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge;
- m. Use Products for spamming, to transmit junk e-mail or offensive or defamatory materials, or for stalking or making threats of physical harm;
- n. Use Products to transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; or
- o. Use any Product names or trademarks or the fact of the Product for any publicity, marketing or other activities except with the prior written consent of City Explained, Inc.

ARTICLE 5-TERM AND TERMINATION

This License Agreement is effective upon acceptance. For Term Licenses, this License Agreement terminates at the end of the term of the license. You may terminate this License Agreement or any Product license at any time upon written notice to City Explained, Inc. Either party may terminate this License Agreement or any license for a material breach that is not cured within ten (10) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure. Upon termination of the License Agreement, all licenses granted hereunder terminate as well. Upon termination of a license or the License Agreement, You will (i) stop accessing and using affected Product(s); and (ii) uninstall, remove, and destroy all copies of affected Product(s) in Your possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to City Explained, Inc. or its authorized distributor.

ARTICLE 6-LIMITED WARRANTY AND DISCLAIMERS

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6.2 Caution and Disclaimer. The Product uses formulas and default settings that are intended to serve only as a starting point for further analysis. The impacts displayed are not necessarily correct and they may not pertain to or describe local conditions. In some places, references and their publication dates are provided for the default values and/or formulas used. While these references are believed to be reliable, they are provided only for Your convenience and may or may not be correct. Any decisions You make should be based on Your own research and Your own analysis and not on the results automatically generated by the Product. Because software is inherently complex and may not be completely free of errors, You are advised to verify and back up Your work.

6.3 Special Disclaimer. PATCHES, UPGRADES, AND EVALUATION AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.4 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE APPLICATIONS.

6.5 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, CITY EXPLAINED, INC. DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. CITY EXPLAINED, INC. DOES NOT WARRANT THAT PRODUCTS WILL MEET YOUR NEEDS; THAT THERE WILL BE COMPATIBILITY BETWEEN PRODUCTS AND ANY PAST OR FUTURE VERSIONS OF PRODUCTS; THAT YOUR OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT YOUR OWN RISK AND COST.

6.6 Exclusive Remedy. Your exclusive remedy and City Explained, Inc.'s entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at City Explained, Inc.'s sole discretion, to (i) repair, correction, or a workaround for Software or Online Applications subject to the City Explained, Inc. maintenance program or Your authorized distributor's maintenance program, as applicable; or (ii) return of the license fees paid by You for Software or Online Applications that do not meet City Explained, Inc.'s limited warranty, provided that You uninstall, remove, and destroy all copies of Software or Documentation, cease using Online Applications, and execute and deliver evidence of such actions to City Explained, Inc. or its authorized distributor. This Limited Warranty is void if failure of the Product has resulted from accident, alteration, modification, foreign attachments, misuse, tampering, negligence, improper maintenance, abuse or misapplication. Outside of the United States, neither of these remedies nor any product Support Services offered by City Explained, Inc. are available without first contacting City Explained, Inc.

ARTICLE 7-LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. CITY EXPLAINED, INC., ITS AUTHORIZED DISTRIBUTOR, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT CITY EXPLAINED, INC. OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. THE TOTAL CUMULATIVE LIABILITY OF CITY EXPLAINED, INC. AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. You agree that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether You have accepted Products or any other product or service delivered by City Explained, Inc. The parties agree that City Explained, Inc. has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. YOU MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. CITY EXPLAINED, INC. DOES NOT SEEK TO LIMIT YOUR WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8-INDEMNITY

The Product is intended for Use as specified in this Agreement and in accordance with the documentation accompanying the Product. To the extent permitted by North Carolina law, You agree to hold harmless, indemnify, and defend City Explained, Inc., its officers, directors, and employees, from and against any losses, damages, fines, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any claims (i) that You have encoded, compressed, copied, or transmitted any materials (other than the materials provided by City Explained, Inc.) in connection with the Product in violation of another party's rights or in violation of any law, or (ii) that You have misused, allowed to be misused or modified the Product in any manner. If You are transporting the Product across the United States borders, You shall indemnify and hold City Explained, Inc. harmless from and against any duties, taxes, penalties, fines or other claims arising from such conduct.

ARTICLE 9-GENERAL PROVISIONS

9.1 Future Updates. New or updated Products and subscription renewals will be licensed under the then-current City Explained, Inc. license terms and conditions included with the deliverable Products and found at <http://www.communityviz.com>.

9.2 Export Control Regulations. You expressly acknowledge and agree that You shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time. You are responsible for obtaining any and all required governmental authorizations, including, without limitation, any export or import licenses and foreign exchange permits. City Explained, Inc. shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and You shall bear all such risks and costs caused thereby.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to You are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges. You shall be responsible for payment of all taxes, fees, assessments or levies on the Product, or arising out of or imposed by reason of this License Agreement or the license granted hereunder, except for any tax based on City Explained, Inc.'s annual net income.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not

be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision. Except for breach of City Explained, Inc.'s proprietary rights in the Products, no action, regardless of form, arising out of this License Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. You shall not assign, sublicense, or transfer Your rights or delegate Your obligations under this License Agreement without City Explained, Inc.'s prior written consent, and any attempt to do so without consent shall be void. City Explained, Inc. may assign this License Agreement in its discretion, without notice. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to City Explained, Inc., provided the government customer assents to the terms of this License Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement shall survive the expiration or termination of this License Agreement.

9.8 Equitable Relief. You agree that any breach of this License Agreement by You may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, City Explained, Inc. shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.9 US Government Licensee. The Products are commercial items, developed at private expense, provided to You under this License Agreement. If You are a US government entity or US government contractor, City Explained, Inc. licenses Products to You in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. City Explained, Inc. Online Applications are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Your use, reproduction, or disclosure of Products. City Explained, Inc. Software source code is unpublished, and all rights to Products are reserved by City Explained, Inc. and its licensors. You may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that You have greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law, Arbitration.

- a. *Licensees in the United States of America, Its Territories, and Outlying Areas.* This License Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its principles governing conflicts of law, except that US federal law shall govern in matters of intellectual property. Except as provided in Article 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof that cannot be settled through negotiation shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If You are a US government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- b. *All Other Licensees.* Except as provided in Article 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The language of the arbitration shall be English. The place of the arbitration shall be at an agreed-upon location. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

9.11 Maintenance. Maintenance for qualifying Products consists of updates and other benefits, such as access to

technical support, specified in City Explained, Inc.'s or its distributor's current applicable maintenance policy.

9.12 Feedback. City Explained, Inc. may freely use any feedback, suggestions, or requests for Product improvements that You provide to City Explained, Inc.

9.13 Patents. You may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any City Explained, Inc. technology or services. This express prohibition on patenting shall not apply to Your software and technology except to the extent that City Explained, Inc. technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.14 Headings. The headings used in this License Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

9.15 Entire Agreement. This License Agreement, including its incorporated documents, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party.