C TECH EARTH SCIENCE SOFTWARE
TERMS AND CONDITIONS OF
END USER LICENSE AGREEMENT
(version 180101)

THIS AGREEMENT SHALL GOVERN ORDERING, RENTAL, LEASING, SUBSCRIPTION, PURCHASE, LICENSING, SUPPORT, AND WARRANTY OF ALL OF C TECH'S EARTH SCIENCE SOFTWARE AND ASSOCIATED SOFTWARE TOOLS, INCLUDING THE ***EARTH VOLUMETRIC STUDIO "EVS"***, **3D PDF CONVERTER** AND ***FOUR-DIMENSIONAL INTERACTIVE MODEL ANIMATION PLAYER "4DIM PLAYER"***, HEREAFTER REFERRED TO AS ***SOFTWARE***. THIS AGREEMENT IS BETWEEN ***C TECH DEVELOPMENT CORP. ("C TECH")*** AND THE ***CUSTOMER***. THE AGREEMENT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES AND SHALL GOVERN ALL ORDERS COMPLETELY UNLESS AMENDED IN WRITING. SUCH AMENDMENTS MUST BE SIGNED BY BOTH THE CUSTOMER AND AN AUTHORIZED REPRESENTATIVE OF *C TECH* IN ORDER TO BE CONSIDERED VALID.

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1. ORDERING: The Customer may order any item or package listed on the C Tech Price List at www.ctech.com ("Product"). *C TECH* does not guarantee that prices will not change, nor does it honor out-of-date price lists. No order will be effective until made in writing and signed by the Customer and an authorized representative of *C TECH*.

2. PAYMENT AND TAXES: Payment terms vary by product. For EVS, terms are net 10 days except rentals, leases and international orders which require advance payment.   For the 3D PDF Converter, the terms are advance payment. The 4DIM Player is an unlicensed product which is free to use for everyone.

An authorized representative of C TECH must approve any revisions to C TECH's terms or license agreement in writing. Customer is responsible for all shipping charges, taxes, fees, duties, and any or all government charges that are customarily the responsibility of the Customer.

3. SHIPMENT AND DELIVERY: *C TECH* will ship the Product **F.O.B. Destination, Prepaid and Added** by means of courier service (e.g. FedEx) requiring Customer's signature for receipt of delivery. The shipping charges will be paid by the shipping party and added to the invoice to the purchaser over and above the items purchased costs. In the event of loss or damage during shipment, the Customer agrees to assist C TECH in filing freight claims for loss or damage.

4. EVS ACCEPTANCE & VALIDATON: Upon receipt of the Product (EVS software key for licensing), the Customer must notify *C TECH* within ten (10) calendar days that the Product is not performing correctly, or the Customer acknowledges acceptance of the Product. Once the customer notifies C Tech that they have received the software, and C Tech verifies receipt of full payment for either rentals or purchases, C Tech will e-mail a Key Update File (.KUF). Use of the Key Update File by Customer constitutes **Acceptance** of the software and **Validation** of the software key.

5. EVS THIRTY DAY PURCHASE GUARANTEE: C *TECH* guarantees Customer's satisfaction with the Product for a period of thirty (30) days, beginning on the day of delivery. At any time during this thirty-day period, the Customer may contact *C TECH*, obtain a return authorization, and return the Product. Upon receipt of the entire Product, *C TECH* will refund the net purchase prices paid less 10% and any shipping and handling fees on the original invoice. Prior to acceptance, the Product may be returned for a full refund less shipping and handling costs. However, THE PRODUCT MUST BE SHIPPED BEFORE THE END OF THE THIRTY-DAY PERIOD TO QUALIFY FOR A REFUND.

6. SOFTWARE WARRANTY: C *TECH* guarantees that the Product (Software), as delivered or updated by *C TECH* and properly installed and operated, will perform substantially as described in its then-current documentation for 90 days from the date of delivery. If the Software fails to so perform during such period, the Customer shall promptly notify *C TECH* of, and adequately describe, the failure, and Customer's exclusive remedy and *C TECH's* sole obligation shall be to take corrective action as specified in Section 8.B (relating to Customer Support) at no charge to Customer.

A. LIMITATIONS. *C TECH* does not warrant that any item of the Software is error-free or that its use will be uninterrupted. *C TECH* shall not be obligated to remedy any Software defect which cannot be duplicated by *C TECH*. These warranties do not apply to any Software which has been (i) altered, except by *C TECH* or in accordance with its instructions, or (ii) used in conjunction with another vendor's Product resulting in the defect, or (iii) damaged by improper electrical power or environment abuse, misuse, accident or negligence. Services which *C TECH* reasonably determines to be outside the scope of these warranties will, at C TECH's option, be furnished in accordance with this Agreement. Because the Software is inherently complex and may not be completely free from errors, Customer is advised to validate its work. THE FOREGOING WARRANTIES ARE EXCLUSIVE REMEDIES AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No statement, including without limitation, representations regarding capacity, suitability for use or performance of Software, whether made by *C TECH* employees or otherwise, shall be deemed to be a warranty by *C TECH* for any purpose or give rise to any liability of *C TECH* unless expressly contained in this Agreement.

7. SOFTWARE LICENSE: C *TECH* grants the Customer a non-exclusive license to use the Software provided that the Customer does not (i) modify any portion of the Software without *C TECH's* express, written permission, (ii) translate, decompile, reassemble, or reverse engineer the Software, (iii) create derivative works of the Software, or (iv) tamper with, bypass, or otherwise interfere with the floating license manager and/or software key copy protection system. You have acquired C *TECH's* Earth Science Software EVS or 4DIM Player that includes software licensed by C *TECH* from C *TECH* and its software suppliers. Those installed software products from C *TECH* and its software suppliers' origin, as well as any associated media, printed materials, and "online" or electronic documentation ("SOFTWARE") are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold. The Customer shall not duplicate any portion of the Software except for backup or archival purposes, and shall duplicate *C TECH's* proprietary rights and notices on each such copy.

A. MRSID SOFTWARE: MrSID software is protected by United States Copyright Law and International Treaty provisions and by U.S. Patent No. 5,710,835. Foreign patents are pending. Some of the MrSID technology was developed through a project at the Los Alamos National Laboratory (LANL) funded by the U.S. Government, managed under contract by the Regents of the University of California (University). The U.S. Government and the University have reserved rights in the Technology, including the following: (a) the U.S. Government has a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced throughout the world, for or on behalf of the United States, inventions covered by the University's Patent Rights, and has other rights under 35 U.S.C. § 200-212 and applicable implementing regulations and under the U.S. Department of Energy (DOE) Assignment and Confirmatory License through which the DOE's rights in the Technology were assigned to the University; (b) Under 35 U.S.C. § 203, the DOE has the right to require LizardTech to grant a non-exclusive, partially exclusive or exclusive license under U.S. Patent No. 5,710,835 in any field of use to a responsible applicant(s) upon terms reasonable under the circumstances, if LizardTech does not adequately attempt to commercialize the MrSID Technology. See, 37 CFR 401.6; (c) The University makes no warranty or representation as to the validity or scope of Patent No. 5,710,835, and neither the Government nor the University have any obligation to furnish any know-how, technical assistance, or technical data in connection with MrSID software. For further information about these provisions, contact LizardTech, 1008 Western Ave., Suite 200, Seattle, WA 98104.

B: AGREEMENT TO EULA: If you do not agree to this End User License Agreement ("EULA"), do not use the PRODUCT. Promptly contact C *TECH* for instructions on return of the unused PRODUCT(S) for a refund if applicable. Any use of the SOFTWARE, including but not limited to use of the PRODUCT, will constitute your agreement to this EULA (or ratification of any previous consent).

C. GRANT OF LICENSE: You are granted a personal, non-sublicensable, nontransferable, nonexclusive license to use the SOFTWARE as integrated in the PRODUCT (as well as any associated documentation). You will not rent, sell, lease or otherwise distribute the SOFTWARE or any part of it.

D. LICENSE TYPES:

i. *Fixed Licenses:* Fixed Licenses may be transferred or sold, but may not be leased or rented. All License transfers must be accompanied by this License Agreement executed by the transferee and a letter from the transferor certifying the legitimacy of the transfer. University Licenses may not be used by any person in support of commercial projects not affiliated with the University. Fixed licenses are not supported on virtual machines and shall not be hosted on any server, whether public or private, for the purposes of allowing more than a single user access to the SOFTWARE. The Product (C Tech's Software) may not be hosted on a publicly accessible server, nor used to perform or offer (semi)-automated analysis or graphics services.

ii. *Floating (Concurrent) Licenses:* Floating Licenses may not be transferred, sold, leased, or rented, except in total as a single license to include all license seats. The Product (C Tech's Software) may not be hosted on a publicly accessible server, nor used to perform or offer (semi)-automated analysis or graphics services. The Licenses may not be used by any individuals who are not direct employees of the licensed organization. Use by consultants and temporary employees working outside of the licensed organization's facilities is expressly prohibited.

iii. *Enterprise License:* Enterprise Licenses may not be transferred, sold, leased, or rented. The Product (C Tech's Software) may not be hosted on a publicly accessible server, nor used to perform or offer (semi)-automated analysis or graphics services. The Licenses may not be used by any individuals who are not direct employees of the licensed organization. Use by consultants and temporary employees working outside of the subscribing organization's facilities is expressly prohibited. License cost is based on the total number of full-time equivalent employees. Mergers and acquisitions occurring during the license period must be reported immediately if it affects the size level, and will be subject to prorated license fee increases. Hiring of employees occurring during the license period that affects the size level must be reported prior to the renewal date.

iv. University Enterprise License: University Enterprise Licenses may not be transferred, sold, leased, or rented. The Product (C Tech's Software) may not be hosted on a publicly accessible server, nor used to perform or offer (semi)-automated analysis or graphics services. The Licenses may not be used by any individuals who are not faculty or students of the licensed organization. Use by consultants and temporary employees working outside of the university's facilities is expressly prohibited. University Licenses may not be used by any person in support of commercial projects not affiliated with the University.

v. 3D PDF Converter: This product is only offered as a CPU Node Locked License. We generally issue these licenses in one-year increments, in which case we will allow the customer to move the license to a different computer only upon the renewal of software maintenance.

vi. *4DIM Player:* Customers licensed for EVS (including Enterprise licenses) may freely redistribute C Tech's free unlicensed 4DIM Player to their clients.

8. CUSTOMER SUPPORT SERVICES: The Customer may order *Technical Support and Software Maintenance* to cover Software updates and technical support at the pricing shown on our website.

C Tech's Premium Maintenance provides unlimited software updates and unlimited technical support through C Tech's web Support Forums and the Submit Support Request form for issues which must be kept private. Customers may also e-mail requests to support@ctech.com and may telephone (941) 315-5740 for their support issues. Premium Maintenance also allows users to submit problematic data files for review without our imposing consulting fees. Data file review is limited to identification of file defects and does not include having C Tech consult on optimal settings for modules or applications to best employ the data.

NOTE: **Premium maintenance is included for the first year with the purchase of all new products.**

A. TERMS OF COVERAGE: *Technical Support and Software Maintenance* must be paid for and current before services will be rendered. Support will be provided Monday through Friday (holidays excluded) during *C TECH's* regular office hours and may be available at other times.

B. *C TECH's* DUTIES: *C TECH* will provide assistance in problem resolution for supported Products, and make reasonable efforts to provide work around and/or corrections for identified bugs in the Software for all customers whose support services contract is up to date.

Note: Work with Customer's data files (examination and review) will be performed under Standard Maintenance if the file follows the specifications in the Product documentation and is being mishandled by the Software. In all cases involving operator error or improperly formatted data files, such work shall be billed as consulting services at C Tech's then standard rates.

C. SOFTWARE MAINTENANCE, UPGRADES AND TECHNICAL SUPPORT:

i. *Fixed and Floating licenses:* Software updates and technical support (Standard Maintenance) for a period of 12 months from first delivery of the Product is included with purchase. Leases or rentals that are upgraded to purchase have an anniversary date that is the date of first delivery under the rental or lease. The cost for renewal of annual software maintenance, upgrades and technical support is published on the C Tech Price List at www.ctech.com.

ii. *Enterprise Licenses:* Software updates and priority response technical support (Premium Maintenance) is included in the subscription fees.

D. REPLACEMENT OF SOFTWARE KEYS:

i. *Fixed and Floating licenses:* Prior to validation, lost software keys are subject to a $100 USD replacement charge. After validation, lost or stolen keys may be subject to a replacement charge of 20% of initial purchase price and require certification from Customer that the license key is lost or stolen. Malfunctioning keys handled in accordance with the installation instructions will be replaced at no cost during the first year and are subject to a $100 USD replacement charge thereafter. Replacement costs do not include applicable shipping charges which are extra.

ii. *Enterprise Licenses:* Lost software keys are subject to a $200 USD replacement charge. Malfunctioning keys handled in accordance with the installation instructions will be replaced at no cost during the first year and are subject to a $100 USD replacement charge thereafter. Replacement costs do not include applicable shipping charges which are extra.

E. MAINTENANCE RENEWAL AND LAPSED LICENSES

i. Maintenance renewal*:* Prior to expiration of the software maintenance period, maintenance can be renewed at the current pricing.   Maintenance payments not received within 120 days of the original due date will result in the associated license being classified as lapsed. Lapsed licenses can be reinstated at a cost of 50% of the current list price of the software provided that the license has not been lapsed more than 2 years. While any license is lapsed, the following risks are accepted by the client:

1. C Tech shall have no obligation to provide any technical support

2. C Tech shall have no obligation to provide access to older software version installation files or assistance.

3. If the software key is damaged or the software fails to function for any reason whatsoever, C Tech shall have no obligation to replace the key or software at less than the current full list price.

9. INTERNET-BASED SERVICES. C Tech incorporates Internet-based services into its software. C Tech may revise or cancel these services and features at any time.

A. Consent for Internet-Based Services. The software features described below connect to C Tech or its service provider's computer systems over the Internet. In general, you will not receive a notice when a connection is made. In some cases, you may switch off these features or not use them. For more information about these features, see the software documentation. **By using these features, you consent to the transmission of this information.** C Tech does not use the information to identify you.

i. Computer Information. The following features use Internet protocols, which send computer information, such as your Internet protocol address, the type of operating system, hardware details, browser and name and version of the software you are using. C Tech uses this information to make the Internet-based services available to you.

1. Customer Experience Improvement Program (CEIP). This software uses CEIP. CEIP automatically sends C Tech information about your hardware and how you use this software. We do not use this information to identify you.

2. Error Reports. This software automatically sends error reports to C Tech. These reports include information about problems that occur in the software. Sometimes reports contain information about other programs that interact with the software. C Tech does not use this information to identify you.

ii. Use of Information. We may use the computer information, error reports, and CEIP information, to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with C Tech software.

10. PROPRIETARY DATA. This Agreement does not constitute a Non-Disclosure Agreement (NDA) binding *C TECH*, or its employees. Although it is C Tech's standard policy to not disclose Customer data to a third party, if Customer intends to provide sensitive data files or other or proprietary data to *C TECH* during the course of technical support or consulting, Customer is advised to first obtain an executed NDA with *C TECH.* Neither this Agreement nor such NDA shall bind C Tech to exclusivity unless specifically agreed to in writing.

11. SOFTWARE UPDATES: As part of evolutionary development, *C TECH* may, at its sole discretion, provide new releases of the Software to those Customers with current software update agreements. *C TECH* reserves the right to set new fees for **new** functionality that might be offered as a part of such new releases of the Software. Software (license) transfer to a different computer architecture or operating system may not be considered an upgrade and may be subject to additional fees.

12. CLAIMS OF INFRINGEMENT:

A. INDEMNIFICATION. *C TECH* will defend or settle at its own expense any action brought against Customer, to the extent that it is based on a claim that the Software infringes a United States or Canadian patent or copyright, and will pay any costs and damages finally awarded against Customer in any such action which are attributable to any such claim. *C TECH's* obligation under the preceding sentence is subject to the conditions that (i) Customer promptly notifies *C TECH* in writing of any such claim and reasonably cooperate with *C TECH* in its defense (ii) *C TECH* will have sole authority and control of such defense and all negotiations for any settlement or compromise, and (iii) should the Software become, or in *C TECH's* opinion be likely to become, the subject of any such claim, Customer will permit *C TECH,* at *C TECH's* option and expense, to procure for Customer the right to continue using the Software, to replace or modify it so that it becomes non-infringing, or to grant Customer a credit for the Software as depreciated on a three-year, straight-line basis, and accept its return.

B. LIMITATIONS. *C TECH* shall have no liability to the Customer with respect to any claim of infringement which is based upon or results from (i) the combination of any Product with any machine, device, firmware or software not furnished by *C TECH*, (ii) any modification of the Software by a party other than *C TECH*, (iii) Customer's failure to install changes or updates as instructed by *C TECH*, or (iv) use of the Software as part of any infringing process. THIS SECTION STATES THE ENTIRE LIABILITY OF *C TECH* WITH RESPECT TO INFRINGEMENT CLAIMS CONCERNING THE SOFTWARE OR ITS USE OR OPERATION.

13. TITLE, PROPRIETARY RIGHTS. *C TECH*, on behalf of itself and its licensor, retains title to, and all copyright, patent, trade secret and proprietary rights in the Software, including without limitation (i) all designs, engineering details, and other data pertaining to the Software, and (ii) all original works, computer programs, discoveries, inventions, copyrights, trade secret rights, patents, know-how and techniques pertaining to the Software or arising out of work done wholly or in part by *C TECH* in connection with this Agreement. Nothing in this Agreement constitutes a waiver of *C TECH's* rights under copyright or patent laws, or any other federal or state law.

14. TRAINING: *C TECH's Software* includes workbooks and tutorials sufficient for intermediate level self-taught training. All other training that may be offered by C TECH, including advanced training courses, User Conferences and on-line training shall be at *C TECH's* then-prevailing rates on the C Tech Price List at www.ctech.com. The time and location of training courses will be as specified by *C TECH.* The Customer is responsible for all expenses of the Customer's personnel while attending training courses.

15. LIMITATION OF LIABILITY. In no event will *C TECH* be liable for (i) the cost of substitute procurement, special, indirect, incidental, or consequential damages, (ii) any damages resulting from inaccurate or lost data or loss of use or profits arising out of or in connection with this Agreement or the use or performance of Software, or (iii) any defects or errors in the Software, except as provided in Section 6. In no event will *C TECH's* total liability for (i) any damages in any action based on or arising out of or in connection with this Agreement exceed the total amount paid to *C TECH* pursuant to this Agreement, or (ii) claims based upon *C TECH's* obligations under the customer support services provisions which exceed the total amount paid to *C TECH* for customer support services in the previous year.

16. TERMINATION: This Agreement may be terminated under the following terms:

A. Either party may terminate this Agreement and any License granted hereunder at any time upon written notice if the other party fails to comply with any material term or condition. The party not in compliance shall have 30 days (seven days in the case of late payment) after written notice to cure any failure and avoid termination.

B. Either party may terminate this Agreement and any License granted hereunder if the other party becomes insolvent, or has filed against it a petition under any bankruptcy code (or any similar petition under any insolvency law of any jurisdiction), proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of such other party.

C. Upon termination of any license, Customer shall return all hardware to *C TECH* and return or destroy all copies of Software covered by such license and shall furnish to *C TECH* a certificate of compliance with this provision signed by an authorized person of Customer. Notwithstanding any termination, a party's pre-termination obligations shall not be affected by any termination of this Agreement, and the provision of Sections 1, 2, 6A, 10, 13, 15 through 19 shall survive termination of this Agreement.

17. U. S. GOVERNMENT RESTRICTED RIGHTS:

Use, duplication or disclosure of Software by the Government is subject to restrictions set forth in the Commercial Computer Software clause at DFARS 252.227-7202.3 and Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable.

18. CONTRACT INTEGRITY: If any provision of this Agreement or License is found void or unenforceable, the remaining provisions of this License shall remain in full force and effect. If any remedy provided is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set forth in the limited warranty shall remain in effect.

19. ORDER OF PRECEDENCE: If there is a conflict among the terms and conditions in the documents provided by Customer and C TECH, the descending order of precedence shall be as follows: (1) This License Agreement, (2) C TECH's *Organizational Staff Level Certification for Enterprise Licenses* (if applicable), (3) C TECH's *University Certification* (if applicable), (4) Customer's Purchase Order and associated Terms and Conditions.

20. GENERAL: Any notices given under this Agreement shall be in writing and sent to the address set forth on the face page of this Agreement or to such other address as shall have been substituted by written notice. *C TECH* shall not be liable for failures or delays in the performance of its obligations under this Agreement due to strikes, wars, revolutions, fires, floods, explosions, earthquakes, government regulations, or other causes beyond *C TECH*'s control. This Agreement is made subject to all laws, regulations, orders or other restrictions on the export from the U.S.A., or re-export of Software or information derived from the Software, which may be imposed from time to time. Customer may not assign this Agreement without prior written permission from *C TECH.* Any attempt by Customer to assign any right, or delegate any duty or obligation which arises under this Agreement, without such permission will be void. All waivers, amendments or modifications of any right, remedy or other term under this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. This Agreement is governed by the laws of the State of Nevada, excluding its conflict of laws rules. The parties acknowledge that unmodified agreements do not require execution by C TECH. This Agreement shall only be executed by Customer's representatives who are authorized to legally bind the organization.

Customer Organization: _____

By: _____
                (Signature of Authorized Individual)

Name: _____   Title: _____

Date: _____

NOTE: Initial pages 1-6 and sign page 7. Do not make changes to this document without prior written approval. Return all pages by email to sales@ctech.com or contact C Tech for mailing instructions.