C TECH ENTERVOL SOFTWARE

TERMS AND CONDITIONS OF
END USER LICENSE AGREEMENT
(version 170412)

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1. ORDERING: *C TECH* does not guarantee that prices will not change, nor does it honor out-of-date price lists.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 acknowledged by an authorized representative of *C TECH*.

2. PAYMENT AND TAXES: Payment terms are **advance payment**. EnterVol products may be installed as a fully functional TRIAL version which will run for 15 days to provide customers time to process payment to C TECH.   Licensing for SOFTWARE will not be delivered until payment is received. 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 all Product and Licenses electronically. SOFTWARE must be downloaded from www.ctech.com and Licenses will be delivered by email within 2 business days of receipt of payment in full for any order.

4. ACCEPTANCE & THIRTY DAY PURCHASE GUARANTEE: Upon receipt of the Product License, the Customer must notify *C TECH* within ten (30) calendar days that the Product is not performing correctly, or the Customer acknowledges ACCEPTANCE of the Product. At any time during this thirty-day period, the Customer may contact *C TECH*, obtain a return authorization, and initiate a License return. Upon confirmation of returning the License, *C TECH* will refund the net purchase prices paid less 10%. THE PRODUCT MUST BE RETURNED BEFORE THE END OF THE THIRTY-DAY PERIOD TO QUALIFY FOR A REFUND.

5. 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. For products which are ArcGIS Desktop extensions, new releases which address

corrective actions may require upgrading to a newer version of ArcGIS software.

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) run in future, unsupported releases of ArcGIS Desktop. Services which *C TECH* reasonably determines to be outside the scope of these warranties may, 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.

6. 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 license and/or copy protection system.

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A: 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).

B. GRANT OF LICENSE: You are granted a personal, nonsublicensable, 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.

C. TEMPORARY AND PERMANENT LICENSES: *C TECH's* normal policy is to make all licenses temporary with an expiration of one year from the delivery date. The license expiration date is coincident with the Maintenance (see Section 8) expiration date. The Customer may request that their license be made permanent at any time; however, permanent licenses may not be transferred.

D. TRANSFER OF LICENSE: Customers may request a Transfer of License to a new computer no more than twice per year. Only temporary licenses with current Maintenance (see Section 7) may be transferred.

7. SCOPE OF USE:

A. "Single Use License", also referred to as "Fixed License" Licensee may permit a single

authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. No other end user may use the Software, Data, and Documentation under the same license at the same time for any other purpose.

B. "Concurrent Use License." Licensee may install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. No other end user may use the Software, Data, and Documentation under the same license at the same time for any other purpose.

8. CUSTOMER SUPPORT SERVICES: The Customer may order *Technical Support and Software Maintenance* (Maintenance) to cover Software updates and technical support at *C Tech's* then current rates. **Maintenance is included for the first year with the purchase of all EnterVol products.**

During the Maintenance period, Customers may download and install all software updates and receive access to the web Support Forums and the Submit Support Request form as the sole mechanisms to submit a request for technical support. Customers with maintenance may not telephone or directly e-mail our support personnel for their technical questions.

Technical support is limited to "how-to" questions and will specifically exclude receiving assistance with customer data files. C Tech support personnel may choose to call the user if we assess that it will be a more efficient way to resolve the issue.

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-arounds and/or corrections for identified bugs in the Software for all customers whose Maintenance contract is up to date.

Note: Work with Customer's data files (examination and review) will be performed under Maintenance if the file follows the specifications in the Product documentation and is being mishandled by the Software. In order to submit a data file for technical support review, the customer must acknowledge in advance that for all cases involving operator error or improperly formatted data files, C Tech's efforts shall be reimbursed as consulting services at C Tech's then standard rates.

C. SOFTWARE MAINTENANCE, UPGRADES AND TECHNICAL SUPPORT: Software updates and technical support (Maintenance) is included for a period of 12 months from License. The availability of renewal of annual software maintenance, upgrades and technical support is at C Tech's option and if so offered will be subject to C Tech's then standard rates.   In no event will Maintenance be renewable if not paid for within 30 days of the anniversary date.

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.

1. 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.

2. 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 Maintenance. *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 reference documentation including 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. 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 5. 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 Licenses 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 officer 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, 5A, 10, 13, 15 through 18 shall survive termination of this Agreement.

17. 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.

18. 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 *University Certification*(if applicable), (3) Customer's Purchase Order and associated Terms and Conditions.

19. 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*.

NOTE: This Agreement shall only be executed by Customer's representatives who are authorized to legally bind the organization.

Customer: _____

By: _____
      (Signature of Authorized Individual)

Name: _____   Title: _____

Date: _____

NOTE: Initial pages 1-5 and sign page 6. 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.