

DeLorme XMap GIS Single-User License Agreement

This is an Agreement between you, the end user, and DeLorme. By using the XMap 6 software (all titles and versions), data, and documentation (the “System”), you are agreeing to be bound by the terms of this Agreement. The XMap 6 system consists of four possible software titles: XMap 6 Mobile, XMap 6 Professional, XMap 6 GIS Editor, and XMap 6 GIS Enterprise Edition.

If you do not agree with the terms of this Agreement, you may not use the System. Return all materials within thirty (30) days of receipt to the dealer from which you obtained them or to DeLorme for a full refund.

Any term or condition of an approved purchase order that differs from or adds to the terms or conditions of this Agreement, as well as any other modification or amendment to this Agreement, will not be effective unless expressly agreed to in writing by both parties.

LICENSE TERMS AND CONDITIONS

THE LICENSED SYSTEM

The System consists of DeLorme’s patented (U.S. Pat. Nos. 4,972,319; 5,030,117; 5,559,707; 5,802,492; and 6,321,158; other patents pending) processes for the formatting, storage, retrieval, and presentation of geographic and geographically-related data; DeLorme’s copyrighted computer program for the use of those processes and related functions; and compilations of geographic and supplemental data that are proprietary to DeLorme or its licensors. The entire System, including the software, documentation, data compilations, screen displays, and map printouts are protected by U.S. and foreign copyright. You have no ownership rights in the System. Rather, you have a license to use the System as long as this Agreement remains in full force and effect.

YOUR USE OF THE SYSTEM

Permitted Use. This Agreement permits a registered user to use the System on a non-exclusive basis for personal, reference, or business purposes on a single computer at one time. You may install the System on an auxiliary computer in addition to your principal computer. However, one of these two computers must be portable and the software may not be used simultaneously on both computers. Otherwise, once you have installed the System on one computer you may use the System on a second computer only if you delete the System from the first computer or purchase a separate license. Installation of any part of the System on a network is prohibited unless you have a separate network license. For information on network or multiple-user licensing, contact DeLorme at prosales@delorme.com or 800-293-2389. You may use the System as instructed by the documentation to perform its designed functions only for the purposes authorized by this Agreement.

Paper Map Printout Rights. You may reproduce paper copies of any System map printouts for personal or household use or, if you are a business or institution, for in-house purposes provided that distribution and use of such printouts and copies of printouts is limited to the location where the System is installed or limited to use by employees based at that location.

Paper Locator Map Distribution Rights. You may distribute to family and friends, including via fax, paper copies of System map printouts depicting locations of personal interest. You may distribute to your colleagues, clients, customers or prospects, including via fax, paper copies of System map printouts depicting the location of your business or institution or the locations of your business or institution-related meetings or events and in flyers or brochures that contain no paid advertising.

GPS Receiver Link. You may use the System with a DeLorme GPS receiver or with any other GPS receiver recommended by DeLorme to display your approximate position on the screen, as described and with the limitations explained in the documentation. You may use the System to transfer waypoints between the System and GPS receivers recommended by DeLorme for that purpose.

Earthmate PN Series GPS Device Map Data Distribution Rights. Earthmate PN series GPS devices are supported by all of the XMap 6 software titles except XMap 6 Mobile. You may use the System for the distribution of duplicate copies of map data to multiple PN series device owners provided you are a licensed XMap 6 GIS Enterprise user and

DeLorme XMap GIS Single-User License Agreement

provided that you do not receive any remuneration in exchange for your distribution of such map data.

Paper Report Distribution Rights. You may reproduce for distribution to colleagues or clients up to one thousand (1,000) paper copies of any System map printouts for use in paper reports such as appraisals or environmental studies, provided that no such report includes more than fifty (50) different System maps and that the distribution does not constitute a general and unrestricted publication for sale or resale or contain paid advertising.

Periodical Illustrations. You may reproduce paper copies of any System map printouts as illustrations to articles in printed paper periodical works, such as magazines, newspapers and newsletters, provided that the publication is not primarily a collection of maps, and provided that a proper legend, as described below, accompanies the output. Such articles may also be posted on your Web site. Graphic printers hired by licensee to print DeLorme map images are required to purchase a license.

Special Presentation Rights. You may use paper copies of System map displays and printouts in presentations to live audiences only with prior written permission from DeLorme.

Web Site Map Display Rights. You may display on your personal, business, or institutional static Web site map images derived from the System, provided that you include the Legend indicated below and that you provide a link to the DeLorme Web site at www.delorme.com from any page featuring a DeLorme map image. If you subcontract a Web developer to display map images, said Web developer must purchase a license.

Legend. Any System output that is provided to a third party must include the following credit and copyright notice: "© 2008 DeLorme (www.delorme.com) XMap®". You may not remove, alter, or conceal any copyright or trademark notices appearing on any System output, except that when creating a mural map you need only retain a single legend with scale, for use in the field.

Phone Database. You may use the phone database available separately from DeLorme, subject to all of the provisions of this Agreement. Use with Auto Dialer applications is prohibited. You shall use Phone Data in compliance with any and all federal, state, and local statutes, regulations, and ordinances, including without limitation, any applicable privacy, do-not-call, telemarketing, or related statutes regulations or ordinances. You shall defend and indemnify DeLorme, including attorney fees, against any claims arising out of your violation of this Agreement. Export of phone data is limited to one thousand (1,000) records at any one time except as allowed under separate agreement.

Copy Services. You may use a commercial copy service to reproduce paper copies that are authorized by this Agreement.

NetLink Tab. All data downloaded or purchased through the NetLink tab is subject to DeLorme's specific data use license agreement associated with those products. Commercial resale of NetLink and TopoBird® data is prohibited. See DeLorme's Web site for the TopoBird® derivative data use license agreement.

You understand and agree that the trademarks, trade names, service marks, copyrights, and other proprietary rights of DeLorme are and shall remain the sole and exclusive property of DeLorme, and that you will not hold yourself out as having any ownership rights thereto. You further agree that you will make no use of such rights except as provided in this Agreement.

PROHIBITIONS ON USE

No Resale or Distribution. Except as expressly permitted in this Agreement, you do not have the right to sell, or to reproduce or distribute for sale, any part of the System or output of the System alone or in combination with any other text, data, software, or graphic matter.

No Interactive Use. You do not have the right to combine the System interactively with the operation of other

DeLorme XMap GIS Single-User License Agreement

software unless licensed to do so by DeLorme.

No Modifications or Decompilation. Except through use of any software modification functions provided with the System, you have no right to modify the System in any way, incorporate any part or product of it into a compilation, or create any derivative work. You may not reverse engineer, decompile, disassemble, or otherwise access source code or the logical structure and contents of the System database.

No Third-Party/Service Bureau Use. Except as specifically provided in this Agreement, you may not (a) permit any third party to use the System or transfer, disclose, or otherwise make available the System to any third party, (b) use the System in the operation of a service bureau or (c) allow access to the System through terminals located outside your premises. You agree to secure and protect the System in a manner consistent with the maintenance of DeLorme's rights therein and to take appropriate action by instruction or agreement with your employees who are permitted access to the System to satisfy your obligations hereunder.

No Copies. The copying of the System, any portion of the System, or any of the printed materials accompanying the System, is strictly prohibited.

All rights not specifically granted by this Agreement are reserved by DeLorme.

ADDITIONAL USE AND PUBLICATION RIGHTS MAY BE AVAILABLE UNDER A SEPARATE EXTENDED LICENSE AGREEMENT. CONTACT DELORME AT PROSALES@DELORME.COM FOR DETAILS AND PRICING.

WARRANTIES AND DISCLAIMER

Limited Warranty on Media. DeLorme warrants that the media on which the System is furnished shall, for a period of sixty (60) days from date of receipt (the "Warranty Period"), be free from defects in material and workmanship under normal use. If a defect in the media appears during the Warranty Period, return all materials to DeLorme for replacement or, at DeLorme's option, a refund of the license fee.

Disclaimer of Warranty. DeLorme does not warrant the completeness or accuracy of the System, or that its use will meet your needs or be uninterrupted or error-free. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SYSTEM IS LICENSED "AS IS" AND DELORME DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No Consequential Damages. IN NO EVENT SHALL DELORME BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS EVEN IF DELORME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No Implied Right of Use. Please note that there may be private in-holdings within the boundaries of land indicated or designated by the data included in the System as public. Nothing in this Agreement grants the use of, or is intended to imply the right to use, private property. You should respect all landowner restrictions. You are responsible for your own safety and for the consequences of your actions in your use of the data.

TERMINATION AND TRANSFER

DeLorme may terminate this Agreement at any time for any reason including, but not limited to, if DeLorme finds that you have violated any of the terms of this Agreement or that you have attempted to exceed the licensed uses in any way. Termination will be effective upon written notice to you. Upon termination of this Agreement, you agree to promptly return all copies of the System, documentation, and other materials furnished to you or made by you, including unauthorized copies. Termination is in addition to and not in lieu of any other remedies available to DeLorme. All provisions relating to property rights shall survive termination. You are not authorized to transfer your rights under this Agreement.

DeLorme XMap GIS Single-User License Agreement

OTHER

This Agreement contains the complete understanding between the parties and supersedes and replaces any prior or contemporaneous agreement or understanding, whether oral or written, with respect to its subject matter. This Agreement shall be governed by the laws of the State of Maine, applicable to agreements wholly executed and wholly performed in Maine. Any action relating to this Agreement shall be brought in federal or state court in Maine and the parties consent to the personal jurisdiction of either such court.

U.S. Government Rights in Commercial Software

Use, duplication, or disclosure by the Government of all parts of the System except any USGS data is subject to restrictions set forth in the commercial computer software license agreement under which the software is delivered by DeLorme and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) or DFARS 227.225-7013 (OCT 1988), as applicable, or FAR 12.212(a), FAR 52.227-14 or FAR 52.227-19, as applicable.

Copyright © 2008 DeLorme.