



DLT RIDER TO MANUFACTURER END USER TERMS (For Public Sector End Users)

1. **Scope.** This DLT Rider to Google, Inc. ("Manufacturer") End User Terms ("DLT Rider") establishes the terms and conditions enabling DLT Solutions, LLC ("DLT") to provide Manufacturer's Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the "Licensee" or "Customer").
2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer's Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:
 - a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.
 - b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.
 - c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer's security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer's facilities and records to verify Customer's compliance with this Agreement. Any such audit will take place only during Customer's normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance ("Notice"); (b) If Customer's security requirements are not met and upon Manufacturer's request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer's compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer's expense.
 - d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.
 - e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer's state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.
 - f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.





- g. **Customer.** Customer is the “Ordering Activity”, defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.
- h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.
- i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.
- j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer’s order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer’s Terms are hereby deemed to be deleted.
- l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.
- m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.
- n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer’s termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.
- o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture’s Terms unless expressly stated in Customer’s order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.
- p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

Incorporation of Manufacturer Terms. Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.



Google Enterprise Geo Master License

Google Earth Pro

This **Google Enterprise Geo Master Agreement** for the licensing of Google Enterprise Maps and Earth Products and Services (the "Agreement") is made and entered into by and between Google Inc. ("Google") and the customer identified below and/or on the Ordering Document(s) ("Customer"). This Agreement, each accompanying addendum and each accompanying Ordering Document governs Customer's access to and use of the Products and Services.

1. Product and Services Terms and Conditions.

1.1 The Agreement is a Master Agreement. The Customer must have the Agreement in effect to obtain Products and Services. Customer may obtain Products and Services by entering into a corresponding Addendum. The parties will execute the Agreement first and are subject to an agreed term. An Addendum is entered separately and is subject to its own terms.

1.2 Generally Applicable Product and Services Terms. Except as otherwise permitted by the Product or Service in the Documentation, Customer will not, and will not allow others to: (a) copy Software except as explicitly authorized; (b) use the Products and Services for High Risk Activities; (c) use the Product and Services to create a substantially similar products or services; or (d) extract any Google Content for use outside of the Products.

1.3 Separate Use. Unless otherwise authorized by Google, Customer will not: (a) distribute or sell Google Content; (b) incorporate or embed Google Content or components of the Products and Services into any of Customer's products or services that it makes available to third parties; or (c) offer the Services, or any Customer products and services based upon the Services, on a subscription basis to third-parties.

1.4 Third-Party Components. Any third party component embedded, included or provided for use with the Software may only be used in conjunction with the Software, and this use is subject to this Agreement and any applicable Addendum and Documentation. However, to the extent Software includes components governed by open source licenses with provisions inconsistent with this Agreement, those components are instead governed solely by the applicable open source licenses. To the extent Software includes components covered by open source licenses requiring the provision of corresponding source code, Google hereby offers such source code consistent with those licenses.

1.5 Restrictions. Customer, except as expressly permitted in an Addendum, will not (and will not allow any third party to): (a) use or reproduce, modify, create derivative works, decompile, disassemble, or otherwise reverse engineer the Products and Services or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Products and Services by (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), or incorporate the Products and Services into or with other technology; (b) distribute, sell, sublicense, rent, lease to third parties or otherwise make the Products and Services functionality available to third parties except as set forth herein; or (c) remove or in any manner alter any Products and Services identification, proprietary, trademark, copyright or other notices.

1.6 Customer Data.

a. Services Use. Customer may upload Customer Data into the Systems via the methods described in, and this Customer Data will be stored in accordance with, the Documentation.

b. Risk of Loss. Customer Data will not be returned to Customer, whether the Customer Data is physically provided to Google, or entered by Customer or Google into the Systems. Customer is solely responsible for backing up its Customer Data. Google will not bear any risk of loss for any data.

c. Customer Rights in Customer Data. Customer is solely responsible for having, or obtaining, any necessary rights, licenses, or authorizations necessary for Customer to provide the Customer Data to Google, and for Google to use the Customer Data as stated in this Agreement to provide the Services to Customer. Customer is solely responsible for determining the scope of its notification obligations to Customer Data and any other persons whose tracked data and other information is included in Customer Data.

d. Customer Data Transfer. As part of providing the Service, Google may store, process, and serve Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

e. Applicable Products and Services. This section is not applicable to Maps API for Business and Google Earth Enterprise.

2. Technical Support Services.

2.1 Technical Support Service (TSS). Subject to Customer's payment of all due and payable Fees and its compliance with this Agreement and its applicable Addendum's terms, Google will provide TSS for Products and Services in accordance with the applicable TSSG for the term agreed in an Ordering Document. Unless otherwise agreed in writing, to receive TSS Customer must provide Google with reasonable access to the Products and Services. Customer's failure to provide access will be at Customer's own risk. If the Ordering Document does not identify a support level, then Google will provide standard or Basic TSS as defined in the TSSG. Google may, from time to time, change the TSS.

2.2 Updates. TSS includes Updates, to the extent available, to the given Product or Service. Customer will only receive Updates if Customer is receiving TSS. Customer's access to and use of TSS is subject to this Agreement's terms, the applicable Addendum and the Ordering Document. Customer will implement Updates in accordance with the TSSG. Customer may, if possible, make an Update copy to facilitate installation and will destroy the copy after use.

3. Term and Termination.

3.1 Agreement Term. Subject to Customer's payment of all due and payable Fees and compliance with this Agreement's terms, the Agreement begins on the Effective Date and will continue until the end of the last Addendum term(s) unless terminated earlier as set forth below ("Initial Term"). An Addendum's term is set forth in the respective Addendum.

3.2 Auto-Renewal. At the end of the Initial Term, and unless otherwise indicated in an Addendum, the Agreement will automatically renew for consecutive twelve month renewal terms. If a party does not want the Agreement to automatically renew, then it must provide the other party a written termination notice at least 15 days prior to the then current term's expiration date. A party's timely non-renewal notice will be effective upon the then current term's expiration. Google will invoice Customer, and Customer agrees to pay, for the renewal of Products and Services as set forth in the applicable Ordering Document. An Addendum's renewal term, if any, will be set forth in the respective Addendum.

3.3 Termination for Breach. Either party may terminate this Agreement or an Addendum if: (a) the other party is in material breach of the Agreement or an Addendum and fails to cure that breach within 30 days after receipt of written notice; (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) the other party materially breaches this Agreement or an Addendum more than two times notwithstanding any cure of these breaches.

3.4 Effect of Termination.

a. Termination for Google's Breach.

(i) Agreement Termination. If the Agreement is terminated for Google's breach, the rights granted hereunder may, at Customer's option, continue for the remainder of all then effective Addendum(s)'s term(s), subject to Customer's continued compliance with this Agreement and the corresponding Addendum(s). If Customer elects not to continue under the Agreement, then the Agreement and all accompanying then-effective Addendum(s) will terminate. Customer must make its election to proceed or not proceed under the Agreement upon the Customer's declaration of Google's Agreement breach. If Customer elects to continue the Agreement it further commits to continue all Addendum(s).

(ii) Addendum Termination. If an Addendum is terminated for Google's breach, the rights granted under the Addendum may, at Customer's option, continue for the remainder of the breached Addendum's term, subject to Customer's continued compliance with this Agreement and the continued Addendum. If Customer elects not to continue under the breached Addendum, then the Addendum will terminate. Customer must make its election to proceed or not proceed under the Agreement upon the Customer's declaration of Google's Addendum breach.

b. Termination for Customer's Breach. If the Agreement or an Addendum is terminated for Customer's breach then: (i) the License Term and all other rights and licenses granted by Google to Customer under the Agreement and its Addendum(s) for the Products and Services will cease immediately and (ii) all payments owed by Customer to Google are immediately due and payable.

3.5 Effect of Expiration. If the Agreement expires, the Addendum(s) does not expire until the expiration of its respective term(s). If an Addendum survives Agreement termination or expiration, the Agreement will remain in effect with respect to that Addendum until the Addendum expires. If an Addendum expires the Agreement will stay in effect and any other Addendum in Effect with stay in effect unless otherwise provided.

4. Orders and Payment.

4.1 Purchase Process. Google will provide Customer an Ordering Document for each transaction to confirm the acquired Products and Services and their respective quantities and Fees. The Ordering Document is incorporated into and governed by this Agreement.

4.2 Payment. All Fees are due 30 days from the invoice date. Customer's obligation to pay Fees is non-cancellable. All payments due are in U.S. dollars. Payments made via wire transfer must include the following instructions:

Wells Fargo Bank
Palo Alto, California USA
ABA# 121000248

Google Inc.
Account # 4375669785

4.3 Taxes. Customer is responsible for any applicable Taxes without reduction. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Google with a valid tax exemption certificate. If Customer is required by law to withhold any Taxes from its payments to Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support this withholding.

4.4 Invoice Disputes. Any invoice disputes must be submitted prior to the invoice due date. If the parties determine that certain billing inaccuracies are attributable to Google, Google will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Google will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice.

4.5 Delinquent Payments. Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting delinquent amounts, except where these delinquent amounts are due to Google's billing inaccuracies.

4.6 Purchases and Orders.

a. Orders. Product and Service order requirements will be set forth in this Agreement and each accompanying Addendum.

b. Purchase Orders. If Customer's Ordering Document is a quote, then a Purchase Order is required. If Customer's Ordering Document is an order form, and Customer wants a Purchase Order number on its invoice, Customer will inform Google and will issue a Purchase Order number to Google. If Customer requires a Purchase Order, and fails to provide the Purchase Order number to Google, then Google will not be obligated to provide the Products and Services until Google receives the Purchase Order. Any terms and conditions on a Purchase Order do not apply to this Agreement or any Addendum and are null and void.

c. Delivery. The Products and Services will not be made available until Google receives either: (i) a complete and duly executed Purchase Order referencing a quote and this Agreement; or (ii) a complete and duly executed order form.

4.7 Usage Limits. Customer may not exceed Usage Limits. In order for the Products and Services to continue functioning in excess of the Usage Limits, Customer must enter into a new Ordering Document for the additional Products and Services.

5. Intellectual Property Rights Ownership and Publicity.

5.1 Intellectual Property Rights Generally. Except as expressly stated in this Agreement or in an Addendum, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's Intellectual Property Rights. Intellectual Property Rights in and to the content accessed through the Products and Services are the property of the applicable content owner and may be protected by applicable laws.

5.2 Brand Features. If, to the extent possible, Customer wants to display Google Brand Features in connection with its use of the Products and Services, Customer will comply with the Trademark Guidelines. Customer will not alter any images generated by the Products or Services to remove any

Brand Feature or proprietary notice of Google or its licensors. Any use of a party's Brand Features will inure to the benefit of the party holding rights in those Brand Features. Each party agrees not to: (a) challenge or assist others to challenge the other party's Brand Features or registration thereof (except to protect that party's rights with respect to its own Brand Features) or (b) attempt to register any Brand Features that are confusingly similar to those of the other party.

5.3 Publicity. Customer agrees that Google may include Customer's name or Brand Features in a list of Google customers, whether online or in offline promotional materials. Customer also agrees that Google may verbally reference Customer as Google client.

6. Export Compliance.

Customer will comply with and will obtain all required authorizations from applicable government authorities under all applicable export and reexport control laws and regulations with respect to its Product and Services use, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. This section will survive Agreement termination or expiration.

7. Confidentiality.

7.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but in no event less than reasonable care; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this section. Either party may demand the return of Confidential Information at any time upon written notice to the other party.

7.2 Exceptions. Confidential Information does not include information that: (a) the recipient already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

7.3 Required Disclosure. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the discloser if allowed by law.

7.4 Product and Services Confidentiality. The Products and Services functionality and pricing is Google's Confidential Information.

8. Warranty Disclaimer.

EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT OR IN AN ADDENDUM, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE, ITS LICENSORS, AND THEIR SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, NONINFRINGEMENT OR GOOGLE CONTENT ACCURACY. GOOGLE, ITS LICENSORS, AND THEIR SUPPLIERS, DO NOT WARRANT THAT THE OPERATION OF THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED AND ERROR FREE. THE PRODUCTS AND SERVICES ARE NOT DESIGNED, INTENDED OR MANUFACTURED FOR HIGH RISK ACTIVITIES.

9. Limitation of Liability.

9.1 Limitation on Indirect Liability. NEITHER PARTY, NOR ITS LICENSORS OR SUPPLIERS, WILL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES, EXPENSES OR LOSSES OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT THESE DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

9.2 Limitation on Amount of Liability. NEITHER PARTY, NOR ITS LICENSORS OR SUPPLIERS, MAY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO GOOGLE DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

9.3 Exceptions to Limitations. These limitations of liability do not apply to breaches of confidentiality obligations or violations of a party's Intellectual Property Rights by the other party.

10. Indemnification.

10.1 By Google. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the Products or the technology used to provide the Services infringes or misappropriates any patent, copyright, trade secret or trademark of that third party.

10.2 Exceptions. The obligations set forth in Section 10.1 do not apply if the third party claim is caused by, or results from: (a) Customer's combination or use of the Products and Services with software, services, or products developed by Customer or third parties, if the claim would have been avoided by the non-combined or independent use of the Products and Services; (b) modification of the Products or Services, by anyone other than Google if the third party claim would have been avoided by use of the unmodified Products or Service; (c) Customer's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (d) Customer's use of the Products or Services in a manner not in accordance with this Agreement, an Addendum or the Documentation; or (e) use of other than Google's most current release of the Products or Services if the third party claim would have been avoided by use of the most current release.

10.3 By Customer. Unless prohibited by applicable law and without waiving sovereign immunity, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, losses, expenses and costs (including settlement costs and reasonable attorneys' fees) arising out of (a) a third party claim made against Google for infringement of the third party rights listed in Section 10.1 based on conduct by Customer as described in Section 10.2; (b) Customer's breach of Section 6 (Export Compliance); or (c) Customer's use of the Software or Services in violation of an End User's privacy.

10.4 Infringement Remedies. If Google reasonably believes the Products or Services infringes a third party's Intellectual Property Rights, then Google will: (a) procure for Customer the right to continue to use the Products or Services; (b) replace the infringing Products or Services; or (c) modify the infringing Products or Services to avoid the alleged infringement. If Google determines the options in this Section are not commercially reasonable, Google may terminate the license for the allegedly infringing Products or Services and will provide a pro-rata refund of the paid but unearned Fees applicable to the period following the Products or Services termination.

10.5 General. The party seeking indemnification must promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnification in Sections 10.1 and 10.2 is limited to the payment by the indemnifying party of all damages and costs finally awarded for the claim, or settlement costs approved in writing by the indemnifying party. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, which will not be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. Verification and Audit.

At Google's written request, not more than once per calendar year, Customer will provide Google with a certification signed by a Customer officer verifying the Products or Services are being used in compliance with this Agreement. Furthermore, Google will have the right, no more than once per calendar year, and upon at least 30 days prior written notice, to appoint a nationally recognized certified public accountant or independent auditor to examine and verify Customer's Agreement compliance. Audits will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. Customer will provide Google with reasonable access to the relevant Customer records and facilities. If an audit reveals that Customer has underpaid fees to Google during the period audited, then Google will invoice Customer, and Customer will promptly pay Google, for the underpaid fees based on the higher of the price specified in this Agreement or Google's price list in effect at the time the audit is completed. If the underpaid fees exceed five percent of the license fees paid by Customer for the Products or Services during the preceding six-month period, then Customer will also pay Google's reasonable audit costs.

12. Miscellaneous.

12.1 Notices. All notices of termination or breach must be in writing and addressed to the attention of the other party's legal department and primary point of contact. The email address for notices being sent to

Google's Legal Department is legal-notices@google.com. All other notices must be in English, in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

12.2 Integration. This Agreement and its accompanying Addendum(s) and Ordering Documents are the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement or any Addendum are hereby incorporated by this reference. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Ordering Document, the Agreement, the Addendum(s) and the terms located at any URL.

12.3 Amendment. Any amendments to this Agreement must be in writing and expressly state that is amending this Agreement.

12.4 Assignment. Neither party may assign any part of this Agreement or and Addendum without the written consent of the other, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

12.5 Change of Control. Upon a change of Control (for example, through a stock purchase or sale, merger, or other form of corporate transaction) other than in the context of an internal restructuring or reorganization of it Affiliates: (a) that party will provide written notice to the other party within 30 days after the change of Control; and (b) the other party may immediately terminate this Agreement any time between the change of Control and 30 days after it receives the written notice. "Control" means control over greater than fifty percent of the voting rights or equity interests of a party.

12.6 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

12.7 Governing Law. This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

12.8 No Agency. This Agreement does not create an agency, partnership or joint venture between the parties.

12.9 Additional Terms. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect. There are no third-party beneficiaries to this Agreement. Nothing in this Agreement will limit either party's ability to seek equitable relief. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement. Customer may not subcontract any of its obligations under this Agreement without Google's written consent. If such permission is granted, Customer will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.

12.10 Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

12.11 Acceptable Use Policy. Customer will use all Products and Services in compliance with their applicable Acceptable Use Policy.

12.12 Services Modifications. To the extent to which an Addendum includes Services, Google may make commercially reasonable changes to the Services from time to time. If Google makes a material change to the Services, Google will inform Customer either via a TSS portal or using the email address Customer has provided to Google in order to be notified of such changes.

12.13 URL Modifications. Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the Services, Google will inform Customer either via a TSS portal or using the email address Customer has provided to Google in order to be notified of such changes. If Google makes a material change to the URL Terms (except TSS terms) and Customer demonstrates that the change has a material adverse impact on Customer, Customer may notify Google within 30 days of the change and remain subject to the noticed URL Terms (except if the URL was changed to reflect applicable law or a court order). If the License Term is subsequently renewed, it will renew under all the updated URL Terms.

12.14 Other Applicable Terms and Conditions. Customer will only use the Services and Software in compliance with the Agreement and its applicable Addendum(s), the Legal Notices, the applicable

Documentation, the Acceptable Use Policy and the Ordering Document. Customer may only use the Services in accordance with the SKUs specified in the applicable Ordering Document.

12.15 Google Content Terms. If Customer receives Google Content, then Customer must not obscure, alter, or remove any included terms or the applicable Legal Notices. If Google Content includes static maps or HTTP services, Customer must incorporate a link to the Earth Terms and Legal Notices in a license agreement governing End Users' use. Customer must notify Google if Customer becomes aware of any End User's non-compliance with the Earth Terms, Legal Notices, or the AUP. "Earth Terms" mean the terms for Google Maps/Earth set forth at the following

URL, http://maps.google.com/help/terms_maps.html or other such URL as Google may provide.

13. Definitions.

The Agreement definitions are used in the Agreement and one or more applicable Addendum(s).

"Acceptable Use Policy" or "AUP" means the means the acceptable use policy for the Products and Services as set forth in the applicable Addendum.

"Addendum" means a document entered into by both parties to an Agreement that is incorporated into the Agreement and describes the specific terms and conditions applicable to the Addendum's Products and Services.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with that party.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party or its respective Affiliates, respectively, as secured thereby from time to time.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party.

"Customer Data" means the data (including data owned by third-parties that is in Customer's possession) Customer loads, or which is loaded on Customer's behalf, into the Systems. Customer Data must be owned or licensed by Customer. The Documentation contains information on the types and formats of Customer Data that may be entered into the Systems.

"Documentation" means the Google proprietary documentation in the form generally made available by Google to its customers for use with the Products or Services as set forth in the applicable Product's or Service's Addendum.

"Effective Date" means the date this Agreement or any accompanying Addendum is entered into by Google.

"End Users" mean the individual human end users who use Products and Services, subject to the requirements of this Agreement, any applicable Addendum and the Documentation.

"Fees" means the Agreement's applicable Product and Services fees and applicable Taxes as set forth in an Ordering Document.

"Google Content" means any content provided through the Products and Services (whether created by Google or its third party licensors) as further defined in each applicable Addendum.

"High Risk Activities" means uses like the operation of emergency services, nuclear facilities, air traffic control or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Legal Notices" mean the legal notices set forth at the following

URL: http://www.maps.google.com/help/legalnotices_maps.html (or such other URL as may be provided or updated by Google).

"License Term" means the period of time during which Customer is authorized to use the Products and Services under the Agreement or an applicable Addendum, and will be further described in the said Addendum and any applicable Ordering Document.

"Maps" means the maps created by Customer processing Customer Data and, if applicable, Google Content, using the Services. The different types of Maps are described in the Documentation.

"Ordering Document" means either an order form or quote, issued by Google to provide the Products and Services to Customer, subject to this Agreement and the applicable Addendum. The Ordering Document

will incorporate this Agreement and will contain: (i) a SKU (including the License Term, if applicable); (ii) a description of the licensed configuration; (iii) price; and (iv) other information as provided on the form.

"Overage" means when Customer's use of the Services exceeds a particular Usage Limit.

"Overage SKU" means a Google SKU that lists the price Customer will pay for its use of the Services in excess of a particular Usage Limit.

"Products" means the Google products (excluding Google Content) as set forth in this Agreement and any accompanying Addendum. The term "Product" may have an additional more detailed supplementary definition in an Addendum.

"Prohibited Territory": means the list of countries where Customer may not use or actively target Product, Software or Service received under the Agreement and any applicable addendum. Each Addendum will have a specific definition of Prohibited Territory.

"Privacy Policy" means the Google privacy policy set forth at the following URL

<http://www.google.com/policies> (or such other URL as may be provided or updated by Google).

"Purchase Order" means a Customer issued purchase order.

"Sensor" means the use of any technology to automatically determine an End User's or Asset's location.

"Services" means the Google services as set forth in this Agreement and any accompanying Addendum.

The term "Service" may have an additional more detailed supplementary definition in each respective Addendum and the Documentation accompanying the Service.

"Service Level Agreement" or "SLA" means the Google Service Level Agreement, if any, for the Products and Services described in this Agreement and any accompanying Addendum.

"Software" means the Google software, in object code form, or related technologies provided by Google to Customer pursuant to an Ordering Document and as further provided in each applicable Addendum and the Software's accompanying Documentation.

"Systems" means the Google computer, processing, and network systems used to provide the Services to Customer.

"Taxes" means any duties, customs fees, or taxes (other than Google's income tax) associated with Product and Services transactions, including any related penalties or interest.

"Trademark Guidelines" means Google's Guidelines for Third Party Use of Google Brand Features, located at the following URL: <http://www.google.com/permissions/guidelines.html> (or other URL as may be provided or updated by Google).

"TSS" means the technical support services provided by Google, in accordance with Google's TSSG, for the applicable Products or Services, and for a mutually agreed (in writing) time period.

"TSSG" means Google's then current Product or Service specific Technical Support Services Guidelines, which may be accessed at the URL set out in each respective Addendum (or other URL as may be provided or updated by Google).

"Updates" is defined in the TSSG.

"Usage Limits" means the limits for use of the Products and Services, which will be as listed on the Ordering Document or as provided to Customer with the Documentation.

"URL Terms" are those uniform resource locator addresses as identified by Google in the Agreement or any Addendum that refer to Google policies, services descriptions of other Product and Services related terms.

By signing this Agreement, each party represents and warrants that (i) it has read and understands this Agreement and the Ordering Document that is incorporated by reference herein and agrees to be bound by its terms, and (ii) it has full power and authority to accept this Agreement and the Ordering Document.

IN WITNESS WHEREOF, this Agreement has been executed by persons duly authorized as of the date signed by the last party below ("Effective Date").

Google Earth Pro Terms of Service Addendum

1. Integration into Agreement.

This Addendum provides for the licensing of Google Earth Pro products and related services. This Addendum is incorporated into the Agreement by this reference. Capitalized terms not defined in this Addendum will have the meaning ascribed to them in the Agreement. This Addendum is effective upon the Effective Date.

2. Services.

2.1 Generally. Subject to Customer's compliance with the Agreement and this Addendum's terms, and in consideration of Customer's payment of all Fees, Google will provide the Services to Customer during the License Term. Customer's use of the Services is subject to the Usage Limits. Customer agrees not to use Products and Services in the Prohibited Territory.

2.2 Licenses from Google to Customer.

a. To use the Software. Subject to Customer's compliance with the Agreement and this Addendum's terms, and in consideration of Customer's payment of all Fees, Google grants to Customer, and Customer agrees to comply with a non-sublicensable, non-transferable, non-exclusive, terminable, limited license to use the Software during the License Term to use the Services.

b. To use Google Content. Subject to this Agreement and in consideration of Customer's payment of all Fees, Google grants to Customer, and Customer agrees to comply with, a non-sublicensable, non-transferable, non-exclusive, terminable, limited license to access the Google Content via the Services during the License Term for purposes as described in the Documentation.

2.3 License from Customer to Google. By entering Customer Data into the Systems, or if Google enters Customer Data into the Systems on Customer's behalf, Customer grants to Google a limited, irrevocable, royalty-free, and non-exclusive license during the License Term, to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute the Customer Data solely as required to enable Google to provide the Services to Customer.

3. Customer Obligations.

3.1 Access and Use Rights. Customer may specify particular rights regarding the access, viewing, editing, or consuming of its maps to a specific set of End Users.

3.2 Unauthorized Use. Customer will use all commercially reasonable efforts to prevent unauthorized use of the Service, and to terminate any unauthorized use. Customer will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.

3.3 End User Consent. Customer will obtain and maintain all required consents from End Users to allow: (a) Customer's access, monitoring, use and disclosure of this data and Google providing Customer with the ability to do so and (b) Google to provide the Services.

4. Renewal Terms.

Upon each auto-renewal pursuant to Section 6.2, Google will invoice Customer, and Customer agrees to pay, for the renewal of the Services as set forth in the applicable Ordering Document.

5. Restrictions.

5.1 General. Unless otherwise provided in the Documentation or agreed in advance and in writing by Google, Customer will not, and will not allow others to: (a) display any advertising in connection with its use of the Services; (b) extract any Google Content to be used outside of the Services; (c) use, distribute, or sell any Google Content outside of the Maps; (d) incorporate or embed Google Content or components of the Services into any of Customer's products or services that it sells to third parties; (e) permit the sharing of End User accounts between End Users or (f) offer the Services, or any Customer products, services, or solutions based upon the Services, to End Users directly or embedded in another such product for a fee. Section 5.1(f) does not prohibit Customer from offering professional services to its customers in support of its Software implementation.

5.2 Development and Evaluation Accounts. Development and Evaluation Accounts may only be used for development, evaluation, educational purposes, or some combination thereof. Services from a Development and Evaluation Account may be evaluated in a production environment but not for commercial purposes. A Development and Evaluation Account is an admin account for the Services with the License Term specified on the applicable Ordering Document or, if a License Term is not specified on the Ordering Document, then for a period of twelve months.

5.3 Customer Data and Maps. Google will not provide Customer with a copy of the Customer Data or of any Maps upon the conclusion or termination of the Agreement. Maps may only be used within the Services except as specifically allowed in the Documentation. If Customer wants a copy of its Customer Data, Customer must copy the Customer Data prior to entering the Customer Data, or having the Customer Data entered, into the Systems.

6. Addendum Term and Termination.

6.1 Addendum Term. Subject to Customer's payment of all due and payable Fees and compliance with the Agreement's terms and this Addendum's terms, this Addendum begins on the Effective Date and will continue for the term as set forth in the Ordering Document unless terminated earlier as set forth below ("Initial Addendum Term").

6.2 Additional Term and Termination Conditions. All other terms and conditions pertaining to Addendum term and termination are set forth in the Agreement.

7 Technical Support Services.

The Agreement terms notwithstanding, technical support services are not offered for this Product.

8. Definitions.

"Acceptable Use Policy" or "AUP" means the acceptable use policy for the Product at this http://www.google.com/enterprise/earthmaps/legal/universal_aup.html or other such URL as Google may provide.

"Prohibited Territory": means the list of countries where Customer may not use or actively target Product, Software or Service received under the Agreement and this Addendum. http://www.google.com/enterprise/earthmaps/legal/us/earth_prohibited_territory.html (or such other URL as may be updated by Google).

"URL Terms" for the purposes of this Addendum means the following URL terms: AUP, SLA, and the TSSG.