SOFTWARE EVALUATION LICENSE AGREEMENT

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1. **License Grant/Restrictions.**

    1.1 **License Grant.** Subject to the terms and conditions of this Agreement, Spatial hereby grants to Licensee a temporary, limited, non-sublicense able, non-exclusive and non-transferable object code license at no charge to download, install and execute the Spatial Programs (and any Pre-Release Spatial Programs), solely for Licensee's internal evaluation and testing of the Spatial Programs.

    (a) Spatial Programs are available for Licensee's download on Spatial's website;

    (b) Licensee agrees to use Spatial Programs and Pre-Release Spatial Programs solely as intended by Spatial; and

    (c) Licensee will restrict internal access of the Spatial Programs and Pre-Release Spatial Programs to a need-to-know basis (i.e., Licensee's employees, or third party developers retained by Licensee, who are directly engaged in the testing and evaluating of the Spatial Programs and Pre-Release Spatial Programs (**"Third Party Developers"**).

    1.2 **Restrictions.** Licensee acknowledges that the Spatial Programs and Pre-Release Spatial Programs, their structure and organization, and the corresponding documentation (**"Documentation"**), constitute valuable Intellectual Property Rights (as defined in Section 4) of Spatial. Except as expressly permitted in this Agreement, Licensee will **not**, and will **not** permit any third party, to:

    (a) Use the Spatial Programs and Pre-Release Spatial Programs (or data generated therefrom) for any commercial, revenue- generating, or production purpose or activity;

    (b) Use the binaries in the Spatial Programs or Pre-Release Spatial Programs for any other purpose other than as authorized in this Agreement;

    (c) Provide, disclose, make available, distribute, sublicense or otherwise transfer the Spatial Programs and Pre-Release Spatial Programs to any third party, including any entity that is a parent or subsidiary of or in any way affiliated with Licensee;

    (d) Attempt or cause to attempt to reverse engineer, decompile, or otherwise derive the source code of the Spatial Programs and Pre-Release Spatial Programs;

    (e) Use the Spatial Programs and Pre-Release Spatial Programs for processing the work of any third party, or deriving data for a use not authorized by this Agreement;

    (f) Modify, adapt, alter, translate or create derivative works from the Spatial Programs and Pre-Release Spatial Programs;

    (g) Provide, disclose or transmit any results of tests or benchmarks related to any Spatial Programs and Pre-Release Spatial Programs to any third party; or

    (h) Otherwise use or copy the Spatial Programs and Pre-Release Spatial Programs.

    1.3 **Third Party Developers.** To the extent that Licensee grants access of the Spatial Programs to any Third Party Developer, Licensee will bind each Third Party Developer to a written agreement containing terms and conditions that are no less protective of Spatial and its rights and property than those set forth in this Agreement, prior to granting access to the Spatial Programs and Licensee shall be responsible for all actions or inactions of any such Third Party Developer with respect to the Spatial Programs. Licensee is prohibited to grant access to Pre-Release Spatial Programs to any Third Party Developer without the prior written consent of Spatial.

2.   **Delivery/Installation.** Spatial will allow Licensee access to one (1) copy of each of the Spatial Programs, in object code form only, for installation at the location specified on the website registration. Licensee will be responsible for the installation of the Spatial Programs and may not use the Spatial Programs at any other location without the prior written consent of Spatial.

3.   **License Keys and Registration/Security Mechanism.**

    3.1   **License Keys and Registration.** The Spatial Programs may include license keys and require registration upon installation by Licensee. If Licensee does not complete registration for an installed copy of the Spatial Programs within the time designated by the registration mechanism (e.g., 30 days), that copy of the Spatial Program will cease to operate. Licensee will not interfere with or attempt to disable the license key or registration mechanism in the Spatial software.

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4.   **Title/Ownership.** Spatial and/or its suppliers retain ownership in all intellectual property rights in all Spatial Programs, Pre-Release Spatial Programs, and Documentation and all modifications, enhancements or other derivative works thereof. Spatial Programs and Pre-Release Spatial Programs are licensed, not sold. Licensee shall preserve and reproduce all copyright, patent and trademark notices which appear in any Spatial Programs and Pre-Release Spatial Programs on all partial or integral copies thereof. Licensee shall keep full, true and accurate records of all copies of the Spatial Programs and Pre-Release Spatial Programs, which records shall be available for audit by Spatial. Licensee recognizes that the methodologies and techniques contained in or expressed within the Spatial Programs and Pre-Release Spatial Programs are proprietary information or trade secrets of Spatial or its suppliers, whether or not marked as "confidential". Licensee shall treat them as confidential information and not disclose them.

5.   **Disclaimer of Warranty.** LICENSEE ACKNOWLEDGES THAT SPATIAL PROVIDES THE SPATIAL PROGRAMS, PRE-RELEASED SPATIAL PROGRAMS, AND DOCUMENTATION TO LICENSEE "AS IS", WITHOUT WARRANTY OF ANY KIND. SPATIAL DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SPATIAL PROGRAMS, PRE-RELEASED SPATIAL PROGRAMS, THE DOCUMENTATION OR ANY SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SPATIAL MAKES NO WARRANTY THAT: (i) THE SPATIAL PROGRAMS AND PRE-RELEASED SPATIAL PROGRAMS WILL BE ERROR FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE; (ii) THE SPATIAL PROGRAMS AND PRE-RELEASED SPATIAL PROGRAMS WILL OPERATE PROPERLY; (iii) THE SPATIAL PROGRAMS AND PRE-RELEASED SPATIAL PROGRAMS WILL MEET THE SPECIFIC NEEDS OF LICENSEE; (iv) SPECIFIC RESULTS WILL BE ACHIEVED WITH THE SPATIAL PROGRAMS AND PRE-RELEASED SPATIAL PROGRAMS; OR (v) ALL ERRORS OR FAILURES WILL BE CORRECTED.

6.   **Limitation of Liability.** SPATIAL AND ITS LICENSORS SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION CLAIMS FOR LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF DATA, THAT IN ANY WAY RELATE TO THIS AGREEMENT, ANY SPATIAL PROGRAMS, PRE-RELEASED SPATIAL PROGRAMS, DOCUMENTATION OR SERVICES, WHETHER OR NOT SPATIAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

7.   LICENSEE'S USE OF SPATIAL PROGRAMS, INCLUDING THE USE OF PRE-RELEASED SPATIAL PROGRAMS, SHALL BE AT LICENSEE'S SOLE RISK. LICENSEE SHALL

INDEMNIFY AND HOLD SPATIAL AND ITS LICENSORS HARMLESS FROM ANY AND ALL LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF THIS AGREEMENT OR LICENSEE'S USE OF SPATIAL PROGRAMS AND PRE-RELEASED SPATIAL PROGRAMS, UNDER THIS AGREEMENT.

8.   **Support.** Other than the Limited Support set out below, Licensee acknowledges and agrees that Spatial shall have no obligation to provide any other services, support or maintenance for the Spatial Programs under this Agreement. Limited Support is provided at no charge. Limited Support consists of Spatial granting Licensee access to and use of Spatial's Internet based FAQs which may be found at www.spatial.com. Spatial makes no representations or warranties regarding: (i) the information or content in the FAQs, or (ii) the availability or accessibility of the FAQs. The foregoing limited support does not include Pre-Release Spatial Programs.

9.   **Pre-Release Spatial Programs and Feedback**. Spatial may provide a pre-release software version ("**Pre-Release Spatial Programs**") to Licensee with the objective to enable Licensee to evaluate technical characteristics of the components, and to verify the suitability and intended use of the software libraries. Licensee may record any bugs, errors or restrictions in functionality encountered while using the Pre-Release Spatial Programs and provide reports to Spatial, which may also include general user feedback and enhancement proposals. Licensee may also provide to Spatial, build-related files, machine logs, and data files regarding the Pre-Release Spatial Programs' functionality. Licensee may choose to reply to any of Spatial's feedback requests or other questions regarding the Pre-Release Spatial Programs' functionality. Licensee hereby agrees that Spatial shall own all feedback, including but not limited to, any comments, reports, logs, files, suggestions, ideas, concepts and changes that Licensee provides to Spatial regarding Pre-Release Spatial Programs or Spatial Programs, and all associated intellectual property rights (collectively the "**Feedback**"). Licensee hereby assigns to Spatial all of Licensee's right, title and interest thereto, and Spatial is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Spatial is not required to use any Feedback. Licensee will not knowingly provide Spatial any Feedback that is subject to third party intellectual property rights. Licensee agrees to cooperate fully with Spatial with respect to signing further documents and doing such other acts as are reasonably requested by Spatial to confirm that Spatial owns the Feedback and to enable Spatial to register and/or protect any associated intellectual property rights and/or confidential information.

10.   **Term/Termination**.

10.1   The term of this Agreement will commence on the date Licensee registers for the Spatial Program(s) on Spatial's website ("**Effective Date**") and will continue until: (a) ninety (90) days after the Effective Date, (b) the expiration of an extension as granted by Spatial or (c) until terminated as described herein.

10.2   Spatial may terminate this Agreement for convenience at any time by providing written notice to Licensee. Spatial may also withdraw any third party component of any Spatial Program with written notice. None of the actions in this sub-Section shall be considered a breach by Spatial.

10.3   Licensee shall be in default when: (a) Licensee breaches any of its rights or obligations under this Agreement or any other current Agreement between Licensee and Spatial and such breach is not cured within three (3) days following the date of Spatial's notice to Licensee of such breach; or (b) Licensee attempts to assign its rights or obligations, in whole or in part, under this Agreement without the prior written consent of Spatial.

10.4   Upon termination or expiration of this Agreement for any reason, the licenses granted in this Agreement shall terminate and (a) Licensee shall immediately cease exercising all rights granted under this Agreement with respect to the Spatial Programs and Pre-Release Spatial Programs; (b) Spatial shall have no further obligations hereunder; and (c) Licensee shall promptly return, or at Spatial's request destroy, and make no further use of, the Spatial Programs, Pre-Release Spatial Programs, Documentation, Confidential Information, property, materials or other items, and all copies thereof, belonging to Spatial relating to this Agreement. Licensee hereby agrees to execute a written acknowledgment of its compliance with this sub- Section in the event of any

termination of this Agreement.

11. **Confidential Information.** Licensee agrees that at all times, and notwithstanding any termination or expiration of this Agreement, Licensee will hold in strict confidence and not disclose to any third party, other than a Third Party Developer as defined above, Spatial's Confidential Information. Licensee will provide Spatial's Confidential Information to those employees and contractors who have a need to know for purposes of testing the Spatial Programs and Pre-Release Spatial Programs, and who have been advised of and bound to confidentiality obligations at least as protective of Spatial as this Section 11. Licensee will use Confidential Information only as necessary to exercise its express rights described in this Agreement. For the purposes of this Agreement, "**Confidential Information**" means any and all technical and nontechnical information provided by Spatial whether or not marked with a confidential or proprietary legend (or, if disclosed orally, identified as confidential or proprietary), including but not limited to the Spatial Programs, Pre-Release Spatial Programs, Documentation, ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, or algorithms as disclosed by operation of the Spatial Programs, Pre-Release Spatial Programs or Documentation. Without limiting the foregoing, Licensee will treat and protect all of Spatial's Confidential Information with the same degree of care it treats and protects its own Confidential Information, but in no event, less than reasonable care.

12. **Licensee Data**. All Licensee Data will remain the sole property of Licensee or the authorized users that posted such Licensee Data. Licensee shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and obtaining copyright permissions for all Licensee Data. Subject to the terms and conditions of this Agreement, Licensee grants to Spatial a non-exclusive license to use, copy, store and transmit Licensee Data and have Licensee Data used, copied, stored and transmitted by Spatial and Spatial's subcontractors, to the extent reasonably necessary to provide, maintain and improve the Spatial Programs. Licensee shall defend Spatial against all third party claims arising from or relating to (i) Licensee's use of the Spatial Programs in violation of applicable laws or regulations, and/or (ii) any violation, infringement or misappropriation of the rights of a third party resulting from the Licensee Data, and shall pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Spatial by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Licensee arising out of such claim, provided (a) Spatial provides Licensee with prompt written notice of the claim, and (b) Spatial gives Licensee sole control of the defense of the claim and any related settlement discussions and provides reasonable cooperation in the defense and settlement of the claim. For purposes of this Agreement: "**Licensee Data**" means the data and Feedback provided by Licensee to Spatial, whether provided by Licensee or any authorized users, through Licensee's use of the Spatial Programs, including Personal Data; "**Personal Data**" means any kind of information relating to an individual as defined by the Applicable Data Protection Legislation; and "**Applicable Data Protection Legislation**" means any applicable data privacy law and all other regulations that may apply to the processing of Personal Data provided by Licensee.

13. **Data Privacy**. Licensee acknowledges and agrees that it is and shall at all times remain the sole data controller of the Personal Data, that will be processed as part of its access to and use of the Spatial Programs, and therefore, shall be responsible for complying with all Applicable Data Protection Legislation, including, but not limited to, (i) transfer of Personal Data, (ii) information of data subjects and (iii) access, modification and deletion rights of data subjects. Spatial as the data processor will collect, store and process the Personal Data in accordance with the Agreement. Spatial's data privacy policy can be found at www.spatial.com/company/privacypolicy.

14. **Governing law and jurisdiction.** The Agreement shall be governed and construed in accordance with the laws of the state of Colorado. The Colorado courts shall have exclusive jurisdiction to hear any dispute arising out of or in connection with the interpretation and/or performance of the Agreement. Licensee acknowledges and agrees that the foregoing shall not prevent, restrict or otherwise limit in any manner, Spatial's rights to seek equitable remedies, including injunctive relief before any competent court in any jurisdiction.

15. **Export.**

    15.1 **Export Regulation**. Spatial Programs, and related Documentation are subject to Export Control Regulations concerning (i) their export, import, re-export and in-country transfer, (ii) their intended end use by Licensee, and (iii) the receipt, use, storage and/or export of Controlled Data. For purposes of this Agreement, "**Export Control Regulations**" mean all applicable export control laws and

regulations, and sanctions programs worldwide, including but not limited to the United States Export Administration Regulations (EAR) and the Office of Foreign Assets Control (OFAC) Specially Designated Nationals sanctions, and the European Union Council Regulation (EC) No 428/2009. In the event of any conflict between Export Control Regulations, for purposes of the Agreement, the most restrictive law shall prevail.

15.2 **Licenses/Authorizations.** Spatial and their licensors shall not be liable if authorizations, licenses and approvals, required for export to Licensee under Export Control Regulations, are not sought or obtained.

15.3 **Licensee Responsibilities.** Licensee shall comply with all applicable Export Control Regulations, and shall not export or re-export, directly or indirectly, any Spatial Programs, Pre-Release Spatial Programs, or related Documentation if such export or re-export requires an export license or other governmental approval pursuant to Export Control Regulations without first obtaining such license or approval. Licensee shall not use any Spatial Program, Pre-Release Spatial Programs, and Documentation in violation of Export Control Regulations, including but not limited to proliferation of any nuclear, chemical or biological weapons or missile delivery systems. Licensee shall not divert any Spatial Program, Pre-Release Spatial Programs, or Documentation to any country, company or individual if prohibited by Export Control Regulations. For that purpose, Spatial shall be entitled at any time to obtain from Licensee that it (i) signs a binding end-use form customer confirming Licensee's compliance with Export Control Regulations (in particular as regards the compliant use and absence of diversion of Spatial Programs and Pre-Release Spatial Programs), and (ii) provides evidence to authenticate the use of Spatial Programs and Pre-Release Spatial Programs in compliance with Export Control Regulations.

16. **General.** Licensee may not assign, delegate or transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of Spatial. Licensee's relationship to Spatial is that of an independent contractor, and neither party is an agent, employee or partner of the other. Neither party nor its agents will have, nor will it represent to any third party that it has, any authority to act on behalf of or bind the other party. This Agreement may not be modified unless done so in writing and signed by both parties. The provisions of this Agreement that, by their sense and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement. The confidentiality obligations set forth this Agreement shall survive termination of this Agreement and shall remain in effect until the Confidential Information enters the public domain or five (5) years following the date of receipt of Confidential Information, whichever occurs first. No waiver of any provision of this Agreement or any right or obligation of a party will be effective unless in writing signed by the parties. The failure of either party to enforce a right shall not constitute a waiver. Any term of this Agreement which is held to be invalid, illegal, unenforceable or void will in no way affect any other provision.

BY CLICKING ON THE "ACCEPT" BUTTON LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.