



End User License/Service Agreement (the “Agreement”)

IMPORTANT READ CAREFULLY: This Agreement is a legal and binding agreement between you (“You” or “Your”) and Intterra, Inc. (“INTTERRA”) for the suite of information services that you are about to Login to and/or install (on Your computer or servers) and any related materials, documentation, updates or modifications that may be provided to You by INTTERRA or its licensees or agents, including the Intterra Product Modules, SituationAnalyst and Field Tool (collectively, the “Software”). Your access to the Software may be deployed through a software-as-a-service (“SaaS” or “Cloud”) format whereby the Software is hosted on third party servers (referenced as the “Service”). When used properly, the Software compiles data provided by You, partner agencies and organizations that provide you data, and external sources which you authorize to generate a timely, graphic, multi-functional, depiction of incident and performance information. The Software is provided subject to the limitations, restrictions and disclaimers of liability set forth below.

BY CLICKING ON THE “I ACCEPT” BUTTON OR OTHERWISE INSTALLING OR USING ANY PART OF THE SOFTWARE OR SERVICE, YOU ARE CONSENTING TO BECOME A PARTY TO THIS AGREEMENT AND TO BE BOUND BY ITS TERMS. YOUR WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT.

IF YOU DO NOT WANT TO BECOME A PARTY TO THIS AGREEMENT OR DO NOT AGREE WITH OR CANNOT COMPLY WITH ALL OF ITS TERMS, DO NOT CLICK ON THE “I ACCEPT” BUTTON OR INSTALL OR USE ANY PART OF THE SOFTWARE OR SERVICE, AND YOU WILL NOT BE LICENSED TO THE SOFTWARE OR BE AUTHORIZED TO USE ANY PART OF THE SERVICE.

Under this Agreement, You are obtaining a single (1) instance of the software for use on one (1) machine; or a service access right to access and use the Service, as defined below.

1. Rights.

(a) Single Instance License. Subject to Your compliance with the terms and conditions of this Agreement, INTTERRA hereby grants to You either:

(i) a limited, non-sublicensable, non-transferable, non-exclusive license to:

(A) use one (1) copy of the Software only for Your personal or organizational use on a single machine (single laptop, personal computer or web server, or a combined web and database server or multiple load-balanced web servers, configured to point to a single geodatabase server that is used operationally or ‘in production’) and only in accordance with documentation for such device; and

(B) make one copy of the Software in machine readable form solely for archival back-up purposes, provided You reproduce INTTERRA's copyright proprietary legends in any such copy; or

(ii) a limited, personal, non-sublicensable, non-transferable, non-exclusive service access right to:

(A) access and use the Services for Your personal or organizational use subject to the terms and/or conditions set forth in any initial or subsequent ordering document and/or online request for access to the Services submitted on your behalf to INTTERRA that has been accepted by INTTERRA.

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(a) General Restrictions. You shall not (nor shall You permit anyone else to) directly or indirectly: (i) copy (except as expressly set forth above), modify, or distribute the Software, the Service, or any portion thereof; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Software, the Service, or any portion thereof (except where the foregoing is permitted by applicable local law, and then only to the extent so permitted); (iii) rent or lease the Software, the Service, or any portion thereof to a third party, or otherwise use or allow the use of the Software, the Service, or any portion thereof to be used for any commercial purpose or on behalf of any third party; (iv) remove or obscure any proprietary notices on the Software or Service; (v) post or otherwise make available the Software, the Service, or any portion thereof, in any form, on the Internet or other publicly-available forum; (vi) distribute copies of the Software to others (electronically or otherwise); (vii) use a previous version of the Software after you receive a new version and are asked to discontinue using the previous version; (viii) export or re-export the Software in violation of any laws or regulations. As a specific condition of this license or service access right, You agree to use the Software or Service in compliance with all applicable laws, including without limitation copyright laws, and that You will not copy, transmit, perform or distribute any audio, video or other content using the Software or Service without obtaining all necessary licenses or permissions from the owner of the content. The Software or Service and its respective features and functions, when used alone or in combination with a computing device or other systems, may be protected by one or more of US and/or foreign patents. A listing of any such patents may be included in the "About" box or menu associated with the Software or Service and INTTERRA reserves the right to update that listing from time to time, but You should not consider any such listing to be a complete or exhaustive list of all patents that may cover the Software and You should not consider the absence of any such listing to be an indication that no patents cover the Software or Service.

3. Special Restrictions, Disclaimers and Liability Limitations with respect to the use of the Software.

The Software and/or Service are subject to the following restrictions, disclaimers and liability limitations:

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(b) Cloud-based Service, Lack of Back-up, Incompatibility & Help-Desk Support. Your access to the Software may be deployed through a software-as-a-service ("Saas" or "Cloud") format whereby the Software is hosted on third party servers including but not limited servers operated by Amazon Web Services, LLC ("Amazon") and its affiliates. INTTERRA makes no representations or warranties regarding the stability, compatibility, integrity or privacy of Amazon or other Cloud-based hosting services. The Software, Content, Third Party Products and other related or relied upon Cloud-based SaaS may be particularly vulnerable to hacking, software viruses, privacy breaches, denial of service attacks, acts of God, acts of war, force majeure events, system crashes, platform connectivity and INTTERRA disclaims any and all liability for such problems. The Software or Content may also be incompatible with Your hardware devices, operating systems, mobile apps, laptops, notebooks, desktops, mobile devices or other systems or software ("Other Systems"). Such incompatibility issues may cause the Software or the Other Systems to crash or operate improperly. In addition, You are admonished that INTTERRA does not maintain back-up hardware systems, servers, Cloud or other hosting facilities of any kind unless specified in a separate contract or purchase order agreement. INTTERRA disclaims any and all responsibility and liability for any lost, stolen or corrupted data, Content or information. INTTERRA does not offer a 24/7 help desk unless specified in a separate contract or purchase order agreement. Access to a live-person help desk may be limited or unavailable during an incident or emergency. INTTERRA hereby disclaims any and all liability for the absence of a help desk or other support personnel.

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(g) Use of Content with Software or Service. To the degree that You are able to use the Software or Service to incorporate or receive any Content on any computing device, You do so solely at Your own risk. You may not create scandalous, obscene, defamatory, immoral, infringing or illegal works using the Content nor use the Content for any other purpose which is prohibited by law. If the Content is owned by a third party, You are solely responsible for acquiring the right to copy, use or do anything else with that Content from that third party. INTTERRA disclaims all liability that might arise from Your use of the Content in association with the Software or Service.

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INTTERRA and its licensors warrant only that the Software will perform substantially in accordance with the specifications stated for the Software in any documentation, if any, accompanying the Software for a period of ninety (90) days (the "Warranty Period"). THIS WARRANTY SHALL NOT APPLY TO ANY SOFTWARE WHICH HAS BEEN ABUSED, MISUSED, DAMAGED, ALTERED, NEGLECTED, OR SUBJECTED TO UNAUTHORIZED REPAIR OR INSTALLATION, AS REASONABLY DETERMINED BY INTTERRA. NOTWITHSTANDING ANYTHING ELSE HEREIN, THE ENTIRE LIABILITY OF INTTERRA AND ITS LICENSORS, AND YOUR EXCLUSIVE REMEDY FOR A BREACH OF THE FORGOING WARRANTY, SHALL BE, AT INTTERRA'S OPTION AND EXPENSE: (A) REPAIR OR REPLACEMENT OF THE SOFTWARE FOR SOFTWARE THAT MEETS THE WARRANTY OR (B) IF REPAIRING OR REPLACING THE SOFTWARE IS NOT COMMERCIALY PRACTICABLE IN INTTERRA'S SOLE DISCRETION, REFUND OF THE PURCHASE PRICE PAID BY YOU, IF ANY, IN BOTH CASES ONLY WHERE THE SOFTWARE IS RETURNED TO INTTERRA, WITHIN THE WARRANTY PERIOD.

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NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

9. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE HEREIN, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL INTTERRA OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON (I) FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE OR THE SERVICES PROVIDED BY OR ON BEHALF OF INTTERRA, OR (II) FOR ANY MATTER BEYOND INTTERRA OR ITS LICENSORS' REASONABLE CONTROL. INTTERRA AND ITS LICENSORS' MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO (I) THE PURCHASE PRICE PAID BY YOU FOR THE SOFTWARE, OR (II) IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, TWENTY DOLLARS (\$20.00), EXCEPT WHERE NOT PERMITTED BY APPLICABLE LAW, IN WHICH CASE INTTERRA'S LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT PERMITTED BY SUCH APPLICABLE LAW. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF INTTERRA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

10. Export.

You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and You shall not export, or allow the export or re-export of the Software or Service in violation of any such restrictions, laws or regulations. By using the Software or Service, You agree to the foregoing and represent and warrant that You are not located in, under the control of, or a national or resident of any restricted country.

11. Indemnity.

You shall indemnify and hold harmless INTTERRA from any third party claims, damages, liabilities, costs and fees (including reasonable attorney fees) arising from Your use of the Software or Service as well as from Your failure to comply with any term of this Agreement.

12. Government Restricted Rights.

If You are an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software or Service and any related documentation of any kind, including technical data or related manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal

Acquisition Regulation Supplement 227.7202 for military agencies. This Software or Service is commercial computer software and the related documentation is commercial computer software documentation. The use of the Software or Service and related documentation is further restricted in accordance with the terms of this Agreement, or any modification hereto. Intterra, Inc. is located at 3740 Dacoro Lane, Suite 200C, Castle Rock, CO 80109.

13. General.

This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary to make it legal and enforceable and this Agreement shall otherwise remain in full force and effect and enforceable. The failure of INTTERRA to act with respect to a breach of this Agreement by You or others does not constitute a waiver and shall not limit INTTERRA's rights with respect to such breach or any subsequent breaches. This Agreement is personal to You and may not be assigned or transferred for any reason whatsoever without INTTERRA's prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. INTTERRA expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. This Agreement shall be governed by and construed under Colorado law (without regard to its conflicts of laws or provisions) as such law applies to agreements between residents of any state in which this Agreement is entered into and performed. Any dispute arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by mediation or negotiation within 60 days shall be submitted to final and binding arbitration before the American Arbitration Association ("AAA") in accordance to the United States Federal Arbitration Act. Each party recognizes and agrees that any claim or dispute, with the exception of intellectual property disputes, must be submitted to arbitration within one year from which it could be filed. Otherwise, it is permanently barred. The arbitration proceedings will be conducted in the English language in the city of Castle Rock, Colorado. The arbitration proceedings will be conducted by one (1) arbitrator, according to the AAA's then current consumer arbitration rules. The arbitrator shall decide the dispute in accordance with the substantive law of the state of Colorado. Any judgment rendered by the arbitrator shall be confidential, provided that, if the non-prevailing party does not comply with the award within the time period permitted therein, the prevailing party may enter the award in a court of competent jurisdiction for the sole and limited purpose of confirming the terms of the arbitration award and enforcing compliance.

EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

Questions concerning this Agreement should be sent to the address set forth below. Any notices or correspondences will only be effective if sent to such address.

Intterra, Inc.
3740 Dacoro Lane, Suite 200C
Castle Rock, CO 80109