

This Demonstration User License Agreement (“DULA”) is a legal and binding agreement between Intermap Technologies Inc. (“Intermap”) and the company, individual, group or other legal entity (“Customer”) who receives access to Intermap Products, defined below, under these terms. Under this DULA, access to Products by Customer will be in the cloud.

WHEREAS, Intermap has created and owns all rights to proprietary mapping data, images, software, and other materials (“**Products**”) relating to the distribution and use of the Products.

LICENSE TERMS AND CONDITIONS

1. **License Grant.** Products are licensed to Customer, not sold. Subject to the terms and conditions of this DULA, Intermap grants Customer a limited, revocable, non-transferable, non-exclusive license for the Term identified in Section 8 below to internally use the Products solely for the purpose of evaluation and demonstration (no commercial purposes are allowed nor should be inferred).
2. **Reservation of Rights; Restrictions.** All rights not expressly granted to Customer are reserved by Intermap and its licensors. Customer will refrain from, and prevent others from, using Products in any manner or for any purpose not expressly authorized by this DULA, including without limitation:
 - a. sublicensing, transferring, selling, leasing or assigning any of the rights granted herein (and any attempt to do so is void).
 - b. copying any Intermap Products.
 - c. publishing, disclosing, making available, distributing, transmitting or allowing a third party to access Products in whole or in part.
 - d. reverse engineering, decompiling, or disassembling Products.
 - e. using any trademarks of Intermap.
 - f. using Products to provide a service bureau, time share or other services to third parties.
 - g. hosting or storing any portion of Products on equipment not owned or controlled by Customer.
 - h. using Products, in whole or in part, in a manner that does not comply with applicable law, regulations, or governmental orders including, without limitation, all applicable privacy laws.
3. **Protection; Cooperation.** Customer will (a) appropriately notify its employees of its rights and obligations hereunder; (b) use its best efforts to maintain the confidentiality and security of Products and prevent unauthorized disclosure or use; (c) immediately notify Intermap upon discovering evidence of a current or threatened misuse or unauthorized use or disclosure; and (d) at Customer’s own cost, use its best efforts and cooperate with Intermap to promptly cure such.
4. **Customer Review/Feedback.** Customer agrees to provide to Intermap copies of reports, findings, results and supporting data developed from the evaluation. Intermap is free to incorporate these findings for use in Intermap’s sales and marketing programs, including but not limited to marketing materials and sales presentations.
5. **Ownership.** Intermap and its licensors retain ownership of Products and all portions thereof, including all rights under copyright law, trademark law, patent law, trade secret law, and all other forms of proprietary and intellectual property protection; and will continue to be subject to the provisions of this DULA.
6. **WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.** PRODUCTS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. NOT LIMITING THE FOREGOING, INTERMAP DOES NOT WARRANT THAT PRODUCTS WILL MEET CUSTOMER’S NEEDS OR EXPECTATIONS OR THAT USE OF THE SAME WILL BE ERROR FREE OR UNINTERRUPTED. IN NO EVENT WILL INTERMAP BE LIABLE FOR ANY CLAIM OR LOSS INCURRED BY CUSTOMER, INCLUDING WITHOUT LIMITATION INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. INTERMAP’S LIABILITY WILL NOT EXCEED THE LICENSE FEES PAID BY CUSTOMER TO INTERMAP WITH RESPECT TO ANY PRODUCTS AT ISSUE. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT OR WARRANTY OR TORT AND IS A MATERIAL INDUCEMENT FOR INTERMAP GRANTING THE RIGHTS HEREIN.

7. **Indemnification.** Customer will defend, indemnify, and hold Intermap, its affiliates, directors, employees, licensors, and agents harmless from and against any claim, action, proceeding, loss, cost, expense, damages, and liability, including reasonable attorneys' fees, arising from: (1) Customer's use or other actions relating to Products and/or (2) Customer's breach of any provision of this DULA.
8. **Term and Termination.**
- This DULA becomes effective upon use of Products and will continue in force for thirty (30) days. This DULA will terminate immediately if Customer fails to comply with any of its terms.
 - Upon expiration or termination of this DULA for any reason, Customer will cease use of Products and deliver to Intermap all copies and embodiments of Products, any Intermap data, and certify in writing that no copies are left in Customer's possession.
9. **Governing Law.**
- This Agreement is governed and interpreted in accordance with the laws of the State of Colorado without regard to its conflicts of law provisions. The United Nations Convention on the International Sale of Goods does not apply.
 - Any dispute arising between the parties out of or in connection with this Agreement will be finally resolved by arbitration conducted by one arbitrator in Denver, Colorado pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA") applicable to commercial disputes. The Federal Arbitration Act, 9 U.S.C. Sec. 1-16, not state law, will govern such dispute. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. Each party will bear its own costs and attorneys' fees, and will share equally in the fees and expenses of the arbitrator. The arbitration will be conducted in English, the governing language of this Agreement.
 - Nothing in this section will restrict the ability of Intermap or its licensors to pursue any legal or equitable remedy or to obtain an injunction to protect any rights Intermap or its licensors may have arising out of or relating to Products or any of Intermap or its licensors' intellectual property rights. Any breach of this Agreement by Customer will cause Intermap and its licensors irreparable harm for which there is no adequate legal remedy. In the event of any actual or threatened breach of this Agreement by Customer, Intermap and/or its licensors are entitled to obtain injunctive and all other appropriate relief from a court of competent authority, without being required to: (i) show any actual damage or irreparable harm, (ii) prove the inadequacy of its legal remedies, or (iii) post any bond or other security.
10. **Assignment.** Neither this DULA nor any of the rights granted by it may be assigned or transferred by Customer, including assignments or transfers by operation of law, as well as by contract, merger or consolidation. This Agreement is binding upon and will inure to the benefit of both parties and permitted successors.
11. **Audit.** At Intermap's request, Customer will provide assurances that Customer is using Products consistent with the terms of this DULA. Upon notice, Intermap may inspect Customer's premises and systems relating to the use of the Products to ensure compliance with this DULA.
12. **Miscellaneous.** This DULA and the Confirmation is the complete and exclusive agreement between Customer and Intermap with respect to Products and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. In the event of a conflict between the DULA and the Confirmation, the terms of this DULA prevail. If any part of this DULA is found invalid, such invalidity will not affect the validity of remaining portions of this DULA, and the parties will promptly substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by a Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. This DULA will be interpreted solely in the English language, and no translation into any foreign language will have any effect.

As an authorized representative of _____, I agree to the above-stated conditions.

Signature: _____

Date: _____

Name (please print): _____