INTERMAP®

TERMS OF SERVICE – INTERMAP TECHNOLOGIES INC. DATA SERVICES

This Web Services Agreement ("Agreement") is a legal and binding agreement between Intermap Technologies Inc. ("Intermap") and the company, individual, group or other legal entity ("Customer") identified on the Web Services Propodal for access to Intermap data, databases, and/or data products, through the use of Intermap's web services ("Services" as defined below). The Agreement includes licensed access to software, documentation, updates, and supplements (collectively "Data"). Information regarding Intermap's Data and Services are accessible via the Intermap website, www.intermap.com (the "Website"). This Agreement and the rights granted herein apply only to paid Services and licensing of specific, identified Data, as represented by Customer's acknowledgement and payment though the Services.

This Agreement incorporates by reference (1) Intermap's Privacy Policy, available at http://www.intermap.com/privacypolicy.aspx, and (2) the Terms of Use, available at http://www.intermap.com/termsofuse.aspx, as they may be modified by Intermap from time to time. By agreeing to Intermap's business terms on the Web Services Proposal, whereupon such signed acceptance shall constitute the Order ("Order"), you agree to be bound by the terms and conditions of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind the legal entity to this Agreement, in which case "you" shall mean such legal entity. If you do not have such authority, or if you do not agree with the terms and conditions of this Agreement, you may not use Intermap's Services.

1. **Additional Definitions**
   a. "Derivative Works" or "Derivative" shall mean a later work that qualifies as a derivative work under U.S. copyright Law. For clarification purposes, orthorectified products created using Intermap Data are considered Derivatives. In addition, the output based on use of Data within a Customer application is considered a Derivative Work.
   b. "Noncommercial Use" means uses of the Data and/or a Derivative that meets the following two criteria: the use objectively (i) is used either for internal purposes or is intended to support (a) education, or (b) research; and (ii) is not intended for or directed toward user's (a) commercial advantage or financial gain, (b) monetary compensation, or (c) more than a de minimis marketing or promotional benefit.
   c. "Data Storage" means the storage of the data received or result derived from of a web service in any persistant storage device
   d. "Commercial Use" shall mean: (i) any use of Data other than Noncommercial Uses, and (ii) use of a single Derivative that meets each of the following criteria: (a) involves use of a Derivative within a single identified Customer application that does not change after the Data is licensed under this Agreement; (b) results in not more than a single Derivative per paid license; and (c) is defined by a specific and limited purpose that does not change in any material respect after the Data is licensed under this Agreement.
   e. "Services" consist of a set of Intermap software programs, interfaces, and webpages accessible over the World Wide Web that provides access to data, analytics, or other functionality to third-party systems.
2. **License Grant –Data.** Utilizing the Services, all Data accessed and/or received by Customer under this Agreement is licensed, not sold. In accordance with the terms and conditions of this Agreement, including the Exceptions below, Intermap grants Customer a limited, revocable, non-transferable, non-exclusive license for the Term (perpetual or term limited as identified in the Order and both as further defined in Section 10 below) to: (a) internally use the Data through the Services; (b) to distribute a single instance of a defined Derivative in connection with Commercial Use; (c) permit Customer's contractors and consultants to access the Data solely for use on behalf of Customer, provided that such contractors and consultants agree in writing: (i) to be bound by the same license limitations applicable to Customer, (ii) acknowledge that contractors are prohibited from creating Derivative Works for their own use, and (iii) to return the Data and any Derivative Works to Customer, and keep no copy thereof, upon completion of the contracting or consulting engagement. Conduct in violation of this Agreement by such other parties will be deemed to be a material breach of this Agreement by Customer; and (d) permitted "Data Storage" as outlined in Exhibit B.
   Exceptions:
   a. Under no circumstances shall the Services or any Data be used to create or distribute flood maps, flood hazard maps, flood insurance rate maps, flood models, or any map, image or representation of flood modeling or risk in any manner.
   b. Services and Data may not be used directly or indirectly within the insurance or risk/hazard industries. Please contact Intermap directly if you have questions regarding this Exception.
   c. Use of Services and Data is licensed only during the Term, after which it may no longer be utilized in any form, including any Derivatives, by Customer. Unless Customer has obtained a license for perpetual use, continued use of any Derivatives and/or Data the requires a current license with Intermap.
3. **Services Access, Service Level Agreement, Fees and Payment, and Free Trial Terms.** Subject to the terms and conditions of this Agreement, including Exhibit A, Intermap grants Customer a limited, revocable, non-transferable, non-exclusive license for the time period specified in the Order, to access the Data and associated functionality covered by this Agreement through the Services. Access to Services is strictly limited to the number of subscribers and payment terms authorized and outlined through such Services.
   a. **Accounts and Keys.**
      i. Intermap will provide an API access key and URL to endpoint services. Unless otherwise stated in the Order, Customer may only create one account per email address.
      ii. Intermap will provide usage of these end points services on a fee for use basis. Intermap meters all transactions to count monthly and yearly usage.
      iii. Customer agrees to pay for all usage of the of Service in the agreed upon price. Unless otherwise stated in the Order, Intermap will provide a monthly report and invoice of charges, usage, and balance of access available.
   b. **Monitoring Use of Intermap Data and Services.**
      i. Intermap shall count all web services calls from the start of the service date and invoiced as per the Order.
   c. **Fees and Payment.**
      i. **Fees.** In consideration of Customer's use of any of the Data, and Services, Customer agrees to pay applicable fees in the amounts set forth on the respective detail pages on the Website (including any minimum subscription fees) and the Order. Intermap may increase or add new fees for any subscription for Data or Services by giving Customer advance notice prior to expiration or renewal of an existing subscription. Such notice will be posted on the Website on the detail page for the affected Data and/or Services. All fees payable by Customer are exclusive of applicable taxes and duties, including, without limitation, VAT and applicable sales tax. Customer shall provide such information to Intermap as reasonably required to determine whether Intermap is obligated to collect VAT from Customer, including without limitation Customer's VAT identification number.
      ii. **Payment**. Intermap may specify the manner in which Customer will pay any fees, and any such payment shall be subject to Intermap's general accounts receivable policies from time to time in effect. All amounts payable by Customer under this Agreement will be made without setoff or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, Customer shall notify Intermap and shall pay such additional amounts to Intermap as necessary to ensure that the net amount that Intermap receives, after such deduction and withholding, equals the amount Intermap would have received if no such deduction or withholding had been required. Additionally, Customer shall provide Intermap with documentation that the withholding and deducted amounts have been paid to the relevant taxing authority.
   d. Free Trial. Upon request by Customer, at at Intermap's sole discretion, Intermap may provide a restricted, limited use, free trial license to the Services and Data for not more than a single thirty (30) day period (the "Free Trial") strictly for the purposes of evaluation by the Customer. THE RESTRICTIONS OF THE FREE TRIAL ARE DETERMINED SOLELY AT THE DISCRETION OF INTERMAP AND MAY BE MODIFIED AT ANY TIME WITHOUT NOTICE.

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4. **Reservation of Rights; Restrictions on Use.** All rights not expressly granted to Customer are reserved by Intermap and its licensors. Unless applicable law grants Customer additional rights despite this limitation, Customer will refrain from, and prevent others from, using the Data and/or accessing Services in any manner or for any purpose not expressly authorized by this Agreement, including without limitation:

   a. sublicensing, transferring, selling, leasing or assigning any of the rights granted herein (and any attempt to do so is void);

      i. The Customer of any Services who pays the applicable license fee(s) is the only user permitted to enjoy the Single Commercial Use. If the Customer chooses not to employ the Services for Commercial Use of a single Derivative, then the Commercial Use associated with the license shall lapse. Commercial Use is not assignable under any circumstances;

      ii. It is agreed and understood that Customer shall have no right under this Agreement to employ the Data or Derivatives thereof for any Commercial Use other than the Commercial Use for a single Derivative as specified above.

   b. copying the Data for external use and distribution;

   c. publishing, disclosing, making available, distributing, transmitting or allowing a third party (except third parties explicitly permitted in Sections 2 and 3 of this Agreement) to access the Data in whole or in part. Notwithstanding the foregoing, disclosure of Data pursuant to a judicial or administrative order will not be deemed to be a breach of the foregoing obligation, provided Customer (i) provides timely written notice of such order to Intermap; and (ii) reasonably cooperates with Intermap's efforts to contest or limit the scope of such order;

   d. reverse engineering, decompiling, or disassembling the Data, except as expressly permitted by applicable law (and only then, to the extent permitted by such law and provided further that Customer promptly notifies Intermap of any such activity), including resampling the data posting.

   e. using any trademarks of Intermap without the prior, written approval of Intermap;

   f. using the Data and/or Services to provide a service bureau, time share or other services to third parties;

   g. hosting or storing any portion of the Data, or accessing any Services, on equipment not owned or controlled by Customer;

   h. using any portion of the Data or accessing any Services in a manner that does not comply with applicable law, regulations, or governmental orders including, without limitation, all applicable privacy laws.

5. **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 the Data and/or any Services and prevent the unauthorized disclosure or use of the Data and/or any Services or the Customer's account information; (c) immediately notify Intermap upon discovering evidence of a current or threatened misuse or unauthorized use or disclosure of the Data and/or any Services or the Customer's account information; and (d) at Customer's own cost, use its best efforts and cooperate with Intermap to promptly cure such.

6. **Ownership.** Intermap and its licensors retain ownership of the Data and any Services 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 such Data and any Services will continue to be subject to the provisions of this Agreement, even if Intermap expressly authorizes Customer to: (a) modify, merge, incorporate, or combine the Data, or any portion thereof, into any software or other data, or (b) convert or translate the Data into another data format.

7. **Government Uses.** If Customer is a federal, state, or local government agency, the Data and/or access to the Services is licensed solely to the particular agency and not to any other government agency. The Data is considered a "commercial item" as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 (Sept. 1995) and 48 C.F.R. 227.7202-1 throughout 227.7202-4 (June 1995), all U.S. Government End Users acquire the Data and/or Services with only those rights set forth herein. If the Data or any permitted Derivative Works are used in connection with the performance of any government contracts or subcontracts, Customer will ensure that (i) the Data and any Derivative Works will not constitute a deliverable under any governmental contracts or subcontracts; and (ii) in no event will a government entity acquire any rights other than those provided in this Section. The foregoing limitations apply only to government End Users and may not apply to Customer.

8. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.** ALL DATA AND/OR ANY SERVICES 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 THE DATA AND/OR ANY SERVICES WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS OR THAT USE OF THE DATA AND/OR ANY SERVICES 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 THE DATA AND/OR ANY SERVICES 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.

9. **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: (i) Customer's use or other actions relating to the Data and/or any Services and/or (ii) Customer's breach of any provision of this Agreement.

10. **Term and Termination.** This Agreement becomes effective as of the date of Customer acceptance of these terms via signing or otherwise acknowledging the Order, and will continue in force until terminated, as set forth below:

   a. **Termination or Suspension by Intermap other than for Cause.** For term limited licenses, Intermap may suspend Customer rights and access to Services, or terminate this Agreement in its entirety (and, accordingly, cease providing Services to Customer), for any reason or no reason at all, at Intermap's discretion at any time by providing Customer sixty (60) days' advance notice in accordance with the notice provisions set forth in Section 13 below.

   b. **Termination or Suspension by Intermap for Cause.** For both perpetual and term limited licenses, Intermap may suspend Customer rights and access the Services, or terminate this Agreement in its entirety (and, accordingly, cease providing all Services to Customer), for cause effective as follows:

      i. Immediately upon Intermap's notice to Customer in accordance with the notice provisions set forth in Section 13 below if: (i) Customer attempts a denial of service attack on any of the Services; (ii) Customer seeks to hack or break any security mechanism on any of the Services or Intermap otherwise determines that Customer's use of the Services poses a security or service risk to Intermap, to any user of services offered by Intermap, or to any of Intermap's respective customers or may subject Intermap or any third party to liability, damages or danger; (iii) Customer otherwise uses the Services in a way that disrupts or threatens the Data or Services; (iv) Customer is in default of its payment obligations hereunder and/or there is an unusual spike or increase in Customer's use of the Services; (v) Intermap determines, in its sole discretion, there is evidence of fraud with respect to Customer's account; (vi) Customer uses any of the Services other than as expressly permitted herein; (vii) Intermap receives notice or otherwise determines, in its sole discretion, that Customer may be using the Services for any illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights of any third party; (viii) Intermap determines, in its sole discretion, that its provision of any of the Services to Customer is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (ix) subject to applicable law, upon Customer's liquidation, commencement of dissolution proceedings, disposal of assets, failure to continue business, assignment for the benefit of creditors, or if Customer becomes the subject of a voluntary or involuntary bankruptcy or similar proceeding.

      ii. Fifteen (15) days following Intermap's provision of notice to Customer in accordance with the notice provisions set forth in Section 13 below if Customer is in default of any payment obligation with respect to any of the Services or if any payment mechanism Customer has provided is invalid or charges are refused for such payment mechanism, and Customer fails to cure such payment obligation default

or correct such payment mechanism problem within such 15 day period.

   iii. Five (5) days following Intermap's provision of notice to Customer in accordance with the notice provisions set forth in Section 13 below if Customer breaches any other provision of this Agreement and fails, as determined by Intermap in its sole discretion, to cure such breach within such 5 day period.

  c. **Effect of Suspension or Termination**.

   i. Suspension (for both perpetual and term limited licenses). Upon Intermap's suspension of Customer's use of the Services, in whole or in part, for any reason, (i) fees will continue to accrue for all Services still in use by Customer, notwithstanding the suspension; (ii) Customer remains liable for all fees, charges and any other obligations Customer has incurred through the date of suspension with respect to the Services; and (iii) all of Customer's rights with respect to the applicable Services shall be terminated during the period of the suspension.

   ii. Termination. Upon termination of this Agreement for any reason: (i) Customer remains liable for all fees, charges and any other obligations incurred through the date of termination with respect to the Services; (ii) all rights granted to Customer under this Agreement shall immediately terminate; and (iii) Customer shall immediately return, or if instructed by Intermap, destroy all licensed materials then in Customer's possession. Subsection (ii) does not apply to the license grant given to Customer's with a perpetual license unless such termination was based on cause as set forth in Section 10(b) above.

11. **Governing Law.**

  a. 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.

  b. 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.

  c. 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 rising out of or relating to the Data and/or any Services 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.

12. **Assignment.** Neither this Agreement 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.

13. **Notice**.

  a. To Customer. Except as otherwise set forth herein, notices made by Intermap to Customer under this Agreement that affect customers generally (e.g., notices of amended Agreements, updated fees, etc.) will be posted on the Website. Notices made by Intermap under this Agreement for Customer or Customer's account specifically (e.g., notices of breach and/or suspension) will be provided to Customer via the email address provided to Intermap in your registration for the Services or in any updated email address Customer provides in accordance with standard account information update procedures Intermap may provide from time to time. It is Customer's responsibility to keep its email address current and Customer will be deemed to have received any email sent to any such email address, upon Intermap's sending of the email, whether or not Customer actually receives the email.

  b. For notices made by Customer to Intermap under this Agreement and for questions regarding this Agreement or the Services, Customer may contact Intermap as provided through the Website.

  c. Language. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

14. **Export Licensing Notification.** The products delivered hereunder are subject to the export licensing regulations of the United States. Customer will comply with such regulations in its use of the Data and/or any Services. Customer is solely responsible for obtaining any and all required government authorizations, including without limitation, any export or import licenses and foreign exchange permits.

15. **Audit.** At Intermap's request, Customer will provide assurances that Customer is using the Services consistent with the terms of this Agreement.

16. **Misc.** If any part of this Agreement is found invalid, such invalidity will not affect the validity of remaining portions of this Agreement, 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 Agreement will be interpreted solely in the English language, and no translation into any foreign language will have any effect.

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EXHIBIT A

WEB SERVICES DOWNTIME, SERVICE SUSPENSIONS, AND PERFORMANCE EXPECTATIONS;

Downtime and Service Suspensions

Downtime and Service Suspensions. In addition to Intermap's rights to terminate or suspend the Services to Customer as described in the Agreement, Customer acknowledges that: (i) Customer's access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions; and (ii) Intermap shall also be entitled, without any liability to Customer, to suspend access to any portion or all of the Services at any time, on a Service-wide basis: (a) for scheduled downtime to permit Intermap to conduct maintenance or make modifications to any Data or Services; (b) in the event of a denial of service attack or other attack on the Services or other event that Intermap determines, in its sole discretion, may create a risk to the applicable Services, to Customer or to any of Intermap's other customers if the Services were not suspended; or (c) in the event that Intermap determines that any Services are prohibited by law or Intermap otherwise determines that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions"). Without limitation to any applicable provision in the Agreement, Intermap shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any Service Suspension. To the extent Intermap is able, Intermap will endeavor to provide Customer with email notice of any Service Suspension in accordance with the notice provisions set forth in Section 13 and to post updates on the Website regarding resumption of access to Services following any such suspension, but shall have no liability for the manner in which Intermap may do so or if Intermap fails to do so.

Intermap shall not be liable for any Services performance issues: (i) that result from a suspension described in Agreement or any Exhibit; (ii) caused by factors outside of Intermap's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Services; (iii) that result from any actions or inactions of Customer or any third party; (iv) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Intermap's direct control); or (v) arising from Intermap's suspension and termination of Customer's right to use Services in accordance with the Agreement.

Up-Time & Maintenance
- Intermap's cloud environment utilizes redundancy and replicated storage on a tier-1 provider.
- Schedule maintenance will occur on non-peak times with minimul disrupton of Services
- Uptime is the percentage of operational time vs total time (in %) of which web services are in operation. Uptime is measured monthly.
- Intermap's uptime exceeds 99.5%.
- Intermap's uptime includes maintenance periods

Performance Expectation of Web Services

- Latency is measured on the time for Intermap servers to process and respond to a request in Intermap's high performance cloud environment.
- Latency does not include any travel time or lag introduced by the Customer's internet connections. Intermap's latency is tested from a dedicated test server within Intermap's cloud environment
- Latency is measured as a statistical P95 percental - the 95th percentile of measured performance over a period of time.
- Due to the variability of the inputs and the complexity associated, Latency is measured under specific conditions as specificed in the Order.

Limitations
In addition to the terms above, these performance expectation do not apply to any performance or availability issues as:
1. That result from the use of services, hardware, or software not provided by Intermap, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
2. Caused by Customer's implementation of the Service, or failure to implement best practices, configuration, software updates, or other items published by Intermap's technical team.
3. That result from invalid or faulty input parameters or arguments that are outside normal or intended usage.
4. Excessive user load from Customer users, outside the agreed upon or expected user load for the Service.

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DATA STORAGE LICENSE ASSOCIATED WITH SERVICES

Intermap restricts the storage of Service Data to the following licenses (and as detailed in the chart below):

1) For **TERM** license grants – Data Storage is permitted without restriction for Service results and derivatives and is subsequently licensed for the duration of the Term and any subsequent Terms through additional subscriptions or subscription renewal subject to the Termination for Cause provisions of the Agreement. If a subscription is terminated, for any reason, all Data including results and Derivatives, must be deleted within 30 days of termination unless authorized in writing from Intermap. Note that use of such results and Derivatives, including Commercial Use, is strictly in accordance with the terms of the Agreement.

2) For **ON DEMAND** license grants (Term limited and/or single use or access licenses), Data is made available on demand only – Data Storage is only permitted in volatile memory only, for purpose of caching during a single execution / instance of an application. All other Data Storage is not permitted for any service results and Derivatives.

Unless otherwise specified in the Order, the following Data Storage License is as follows:

Service	Restriction
OGC: WMTS	ON DEMAND
OGC: WMS	ON DEMAND
OGC: WCS	TERM
Terrain: Value	TERM
Terrain: Profile	TERM
Terrain: Viewshed	TERM
Other / Custom:	See Order