

INTERMAP TECHNOLOGIES INC. – INSITEPRO END USER LICENSE AGREEMENT

This End User License Agreement (“Agreement”) is a legal and binding agreement between Intermap Technologies Inc. (“Intermap”) and the company, individual, group or other legal entity (“Customer”) for Intermap’s web-based InsitePro™ application. This Agreement sets forth the licensing terms for access to and use of output from Intermap’s InsitePro™ product. InsitePro is defined as access to the output from analytics based on Intermap proprietary data, including any third party data, delivered through an internet-based user-interface OR through an application programmer interface (“API”).

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/termsfuse.aspx>, as they may be modified by Intermap from time to time. By agreeing to Intermap’s business terms on the InsitePro proposal, whereupon such signed acceptance shall constitute the InsitePro 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 InsitePro.

1. Additional Definitions

- a. “Acceptable Use” means the objective use of InsitePro within the insurance industry, including (i) to accept or reject insurance; (ii) set pricing for insurance products; (iii) segment risk on a portfolio; and/or (iv) manage risk on a portfolio. Acceptable Use is limited to the Customer and no information obtained or received from access to InsitePro shall be directly shared with any third party other than those set forth in Section 2 below.
- b. “Data Storage” means the storage of the results derived from InsitePro in any persistent storage device owned or controlled by the Customer.
- c. “Derivative Works” or “Derivative” shall mean a later work that qualifies as a derivative work under U.S. copyright Law. The output based on use of InsitePro within a Customer application is considered a Derivative Work.

2. **License Grant – InsitePro Access and Trial Terms.** Access to InsitePro is licensed, not sold, and is by subscription, enabled by individualized credentials for both the user interface and API and received by Customer under this Agreement. Licensed access is personal to the Licensee listed on the Order. 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 (term limited as identified in the Order and as further defined below) to: (a) internally use InsitePro in accordance with Acceptable Use; (b) permit Customer’s contractors and consultants to access InsitePro 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) cease to use InsitePro, and keep no copy of InsitePro output, upon completion of the contracting or consulting engagement (Customer acknowledges that conduct in violation of this Agreement by such other parties will be deemed to be a material breach of this Agreement by Customer); (c) permit Customer’s reinsurers, carriers, and brokers to receive Customer Derivative Works provided such use (i) constitutes an Acceptable Use; (ii) usage is limited to a single, defined purpose; (iii) no copy shall be retained by any authorized user except for archival purposes; and (iv) all authorized parties who receive such Derivative Works acknowledge and agree that no additional Derivative Works, sublicenses, or distribution is authorized (Customer acknowledges that 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” only as outlined in the Order.

a. Accounts and Keys.

- i. According to the Order, Intermap will provide one or more of the following:
 1. Login credentials to allow End Users to access InsitePro through a web-based user interface. Unless otherwise agreed in writing, Customer may only create one account per email address.
 2. One API access key and URL to InsitePro endpoint services. Intermap will provide usage of these end points services on a fee for use basis.
 - a. Intermap measures all transactions to ensure metered API usage. The user agrees to pay for all usage of the of service in the agreed upon price.
 - b. The End User is solely responsible for integrating the web service API into either their own software platform or that of a third party. Intermap disclaims all responsibility, without limitation, associated with the sourcing, hosting, integration, and performance of any such platform required for API functionality.

- b. **Trial Terms.** Upon request by Customer, at at Intermap’s sole discretion, Intermap may provide a restricted, limited use trial license to InsitePro for not more than a single defined/non-renewable period (the “Trial” or “POC Trial License”) strictly for the purposes of evaluation by the Customer. **THE RESTRICTIONS OF THE TRIAL ARE DETERMINED SOLELY AT THE DISCRETION OF INTERMAP AND MAY BE MODIFIED AT ANY TIME WITHOUT NOTICE.** The specific details and term associated with a Trial shall be in an Order.

3. Fees and Payment.

- a. **Fees.** In consideration of Customer’s use of InsitePro, Customer agrees to pay the applicable license fee(s) in the amounts set forth in the Order. Standard licenses are for pre-paid annual subscriptions, payable within thirty (30) days upon being granted a license to InsitePro. 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.
- b. **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.

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 InsitePro 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);
- b. copying InsitePro output for external use and distribution, either for commercial or noncommercial use;
- c. publishing, disclosing, making available, distributing, transmitting or allowing a third party (except third parties explicitly permitted in Section 2 of this Agreement) to access InsitePro in whole or in part. Notwithstanding the foregoing, disclosure of InsitePro 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 InsitePro, 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);
- e. using any trademarks of Intermap without the prior, written approval of Intermap;
- f. using InsitePro to provide a service bureau, time share or other services to third parties;
- g. hosting or storing any portion of InsitePro output;

- h. using InsitePro 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 InsitePro and prevent the unauthorized disclosure or use of InsitePro 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 InsitePro or any output 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 InsitePro 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 InsitePro and InsitePro output will continue to be subject to the provisions of this Agreement.
 7. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.** INSITEPRO IS 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 INSITEPRO WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS OR THAT USE OF INSITEPRO 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 INSITEPRO 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.
 8. **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 InsitePro, including without limitation, integration activities as set forth in Section (2), and/or (ii) Customer's breach of any provision of this Agreement.
 9. **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. **End of Subscription Term.** Customer license will terminate at the end of the subscription period as defined in the Order if no renewal is made.
 - b. **Termination or Suspension by Intermap other than for Cause.** Intermap may suspend Customer rights and license to use InsitePro, or terminate this Agreement in its entirety, 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 below. If the Agreement is terminated by Intermap other than for cause, Intermap shall refund the pro-rata portion of the applicable fees paid for the remainder of the term set forth in the Order. Payment shall be made within sixty (60) days of the effective date of the termination for convenience notice. All other effects of termination as set forth in subsection (d) below remain valid for a termination other than for cause.
 - c. **Termination or Suspension by Intermap for Cause.** Intermap may suspend Customer rights and license to use InsitePro, or terminate this Agreement in its entirety, for cause effective as follows:
 - i. Immediately upon Intermap's notice to Customer in accordance with the notice provisions set forth below if: (i) Customer attempts a denial of service attack on InsitePro; (ii) Customer seeks to hack or break any security mechanism or Intermap otherwise determines that Customer's use of InsitePro 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 InsitePro in a way that disrupts or threatens InsitePro; (iv) Customer is in default of its payment obligations hereunder and/or there is an unusual spike or increase in Customer's use of InsitePro; (v) Intermap determines, in its sole discretion, there is evidence of fraud with respect to Customer's account; (vi) Customer uses InsitePro other than as expressly permitted herein; (vii) Intermap receives notice or otherwise determines, in its sole discretion, that Customer may be using InsitePro 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 InsitePro 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 below if Customer is in default of any payment obligation with respect to InsitePro 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 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.
 - d. **Effect of Suspension or Termination.**
 - i. Suspension. Upon Intermap's suspension of Customer's license to InsitePro, in whole or in part, for any reason, (i) fees will continue to accrue for any portion of InsitePro 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 InsitePro; and (iii) all of Customer's rights with respect to InsitePro, including use of any retained output by Customer, 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 InsitePro; (ii) all rights granted to Customer under this Agreement, including actuarial use of any retained output by Customer, shall immediately terminate; and (iii) Customer shall immediately return, or if instructed by Intermap, destroy all licensed materials then in Customer's possession.
 - iii. For the purposes of clarity, output received by Customer through licensed use of InsitePro is also subject to the terms of this Agreement, and actuarial use of the same is only authorized during the Term. Upon expiration of the Term for any reason, use of any retained output is no longer licensed and Customer shall refrain from using such, for anything other than regulatory, audit and archival purposes, without a valid license.
 10. **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 arising out of or relating to InsitePro 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.
11. **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.
12. **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 via the Order 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 InsitePro, 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.
13. **Audit.** At Intermap's request, Customer will provide assurances that Customer is using the Products, Data and/or any Services consistent with the terms of this Agreement.
14. **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.