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 - (a) store, access, evaluate, reproduce, and use the Product solely for End User's Internal Use;
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3. **LICENSE TERM.** The Term of the license granted herein for the Product will begin upon delivery of the Product to End User, and will terminate at the conclusion of the duration set forth in the Customer Agreement, unless earlier terminated pursuant to Article 11 of these License Terms. If the Customer Agreement indicates that the duration of the Term is a one-year term or "annual", then these License Terms will continue in effect for one year after the commencement of the Term, and thereafter automatically renew for successive one-year terms, unless either party provides written notification to the other party that it does not want to renew these License Terms at least thirty days prior to the end of the then current one-year term.
4. **LICENSE RESTRICTIONS.** End User acknowledges and agrees that the Product is the property of Ecopia and its licensors, as applicable, and contains valuable assets and proprietary information of Ecopia and its licensors, as applicable. Accordingly, End User shall not, and shall not permit its Authorized Users or any third party, to use or access the Product or Derivatives except as expressly permitted in Article 1 of these License Terms. Without limiting the generality



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- (b) Store, post or process the Product or Derivatives other than in a system that is made not accessible by the public through the use of sufficient information security measures;
- (c) Use or access the Product or Derivatives for the purpose of developing, training, testing, or validating machine learning or artificial intelligence technologies that may be used to recreate data similar to the Product;
- (d) Remove, bypass or circumvent any electronic or other forms of protection included on or with the Product;
- (e) Use or modify the Product and Derivatives in any manner that infringes upon the Intellectual Property Rights of another entity or individual, or that violates any applicable laws;
- (f) Reverse engineer, disassemble, decompile, adapt or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the Product is based.
- (g) Use or access the Product or Derivatives for the purpose of recreating similar data;
- (h) Update the Product; or
- (i) Augment, combine, or use in conjunction, the Product with any data or information that is substantially similar to the Product, or that serves a substantially similar purpose as the Product.

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- 7.3 **AUDIT FINDINGS.** If an audit results in a finding of non-compliance, Ecopia may, at its discretion: (a) invoice any additional license fees due based on the standard Ecopia fees in place at the time of the original license grant; (b) assess interest charges from the time of the original fee payment due date at the lower rate of: (i) 1.5% per month; or (ii) the highest rate permissible under applicable law; (c) recover the cost of the audit if additional fees exceed 5% of the fees actually



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paid during the audited period; and (d) terminate these License Terms and the Ecopia licenses in accordance with Article 11 of these License Terms. End User must pay all invoices issued pursuant to this Section 7.3 within 30 days following the date of invoice.

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11.2 **EFFECT OF TERMINATION.** Upon termination of these License Terms, all rights granted to End User under these License Terms will immediately cease and End User shall, and shall cause all Authorized Users to, (a) cease all use of the Product and any Derivatives; and (b) permanently delete or destroy all copies the Product and any Derivatives (for avoidance of doubt, this requires decoupling and deletion of the Product embedded in any Derivatives; for example, if Licensee has used the Product to improve or modify any other geospatial data, decoupling would require the reversion of any such improvement or modification). No later than 10 days following termination of these License Terms, End User shall certify to Ecopia in writing that all copies of the Product and any Derivatives have been deleted or destroyed. The termination of these License Terms does not relieve either party of any obligations that have accrued on or before the effective date of the termination.

11.3 **SURVIVAL.** The duties and obligations of the parties under Articles 4 (License Restrictions), 5 (Intellectual Property), 7 (Compliance), 8 (Indemnity), 10 (Limitation of Liability), 12 (Confidentiality), and 13 (General Terms) and Sections 11.2 (Effect of Termination) and 11.3 (Survival), of these License Terms will survive termination of these License Terms.

12. **CONFIDENTIALITY**

12.1 **CONFIDENTIALITY.** Each party (the "Receiving Party") shall maintain in confidence all Confidential Information of the other party (the "Disclosing Party"). The Receiving Party shall not, and shall ensure that its employees, agents, contractors, and Authorized Users do not, disclose any of Disclosing Party's Confidential Information to any third party or use any Confidential Information for any purpose except as contemplated by these License Terms. "Confidential Information" means any non-public information disclosed by Disclosing Party to Receiving Party that has been designated or identified by the Disclosing Party as confidential at the time of disclosure, was disclosed in a manner that a reasonable person would understand the confidentiality of the information disclosed, or is of a nature that a reasonable person would understand the confidentiality of such information. Examples of Confidential Information include commercial information, technical information or data, processes, procedures, product pricing, and license terms. The Product and the Product Specifications are deemed to be Confidential Information belonging to Ecopia. In maintaining the confidentiality of Confidential Information of the Disclosing Party, the Receiving Party shall exercise the same degree of care that it exercises



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with its own confidential information of similar nature, and in no event less than a reasonable degree of care. The Receiving Party shall ensure access to Confidential Information of the Disclosing Party is restricted to those of Receiving Party's employees, agents, contractors, and professional advisers (such as lawyers or accountants), that have a *bona fide* need to access such Confidential Information and who are bound by confidentiality obligations no less restrictive than those provided in this Article 12.

- 12.2 **DURATION.** The obligations of confidentiality set forth in this Article 12 will remain for (a) a period of five years following any termination of these License Terms for any Confidential Information not designated as a trade secret by the Disclosing Party, and (b) perpetually, notwithstanding the termination of this Agreement, with respect to any information designated as a trade secret by the Disclosing Party.
- 12.3 **EXCEPTIONS.** The obligation of confidentiality contained in these License Terms will not apply to any disclosed information: (a) that at the time of disclosure was in the public domain or that has since entered the public domain, other than as a result of actions or omissions of the Receiving Party or anyone who received the information from the Receiving Party; (b) that was rightfully known to the Receiving Party prior to the its disclosure by the Receiving Party; (c) that was independently developed by the Receiving Party without any use of or reference to the disclosed information; or (d) that was received by the Receiving Party on an unrestricted basis from a source not under a duty of confidentiality to the Disclosing Party. If Receiving Party is compelled by order or regulation of a government authority or court of competent jurisdiction to disclose any Confidential Information, the Receiving Party shall not make any disclosure without first notifying the Disclosing Party and allowing the Disclosing Party a reasonable opportunity to seek injunctive relief from, or a protective order with respect to, the obligation to make such disclosure.
- 12.4 **UNAUTHORIZED DISCLOSURE.** Receiving Party acknowledges that the Confidential Information of the Disclosing Party constitutes proprietary and confidential information valuable to the Disclosing Party, and that the unauthorized use, disclosure, or loss of such Confidential Information will cause irreparable injury to the other party. Receiving Party shall notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information, and shall cooperate with the Disclosing Party to help regain possession of such Confidential Information and to prevent its further unauthorized use or disclosure. Receiving Party acknowledges that monetary damages will not be a sufficient remedy for unauthorized use or disclosure of Confidential Information of the Disclosing Party and that the Disclosing Party will be entitled, without waiving other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Disclosing Party will also be entitled to recover reasonable legal fees for any action arising out of or relating to a disclosure of Confidential Information of Disclosing Party by the Receiving Party.
- 12.5 **RETURN OF INFORMATION.** Upon termination of these License Terms, or at any time upon request, whichever is earlier, Receiving Party shall promptly return to Disclosing Party, or permanently delete or destroy, all copies of Disclosing Party's Confidential Information in Receiving Party's possession or control.
13. **GENERAL TERMS**
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- 13.2 **ASSIGNMENT.** End User may not transfer or assign any of its rights or delegate any of its obligations under these License Terms, in whole or in part, and including any transfers by operation of law, without the prior written consent of Ecopia. Any attempted assignment or transfer in violation of this Section 13.2 will be null and void. Assignment will not relieve the assignor of any obligations that accrue under this Agreement prior to any such assignment.
- 13.3 **AMENDMENT.** These License Terms may be amended or supplemented only by a writing that refers to these License Terms and that is signed by both parties.
- 13.4 **WAIVER.** The failure or delay by a party to require performance of any provision of these License Terms does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance.
- 13.5 **SEVERABILITY.** If any provision of these License Terms is invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.
- 13.6 **COMPLIANCE WITH LAWS.** End User is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and these License Terms, and agrees to comply with all these laws, regulations and other legal requirements including, without limitation, the Foreign Corrupt Practices Act of the United States of America and the Convention on Combating Bribery of Foreign Government Officials.
- 13.7 **INTERNATIONAL TRADE COMPLIANCE.** The Product may be subject to the customs and export control laws and regulations of the United States, Canada, and any country in which the Product is manufactured, received or used, including the US Export Administration Regulations and the US International Traffic in Arms Regulations. End User shall comply with these laws, regulations and rules in the performance of its obligations under these License Terms. Further, End User shall not provide Products to blocked, prohibited or restricted individuals and entities as required by the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC"), including, without limitation, the Denied Persons List, Unverified List and Entity List. End User shall not knowingly do business with criminal organizations, terrorist organizations or other people or groups, either directly or indirectly, that are likely to use the Product for purposes that are illegal or adverse to the interests of the United States Government, Canadian Government, or Ecopia generally. End User shall provide Ecopia with the assurances and official documents that Ecopia may request periodically to verify End User's compliance with these License Terms.
- 13.8 **GOVERNING LAW AND DISPUTE RESOLUTION.** All matters arising out of or relating to these License Terms will be governed by and construed under the laws of the Province of Ontario and applicable Canadian federal law, without regard to any conflict of laws rules. Each party hereby irrevocably submits to the exclusive jurisdiction of the provincial and federal courts situated in Ontario, and any proceedings related to these License Terms must be commenced in the provincial courts or federal courts located in Toronto, Ontario, Canada. However, each party may at any time to seek a temporary or permanent injunction or other equitable remedy or relief in any court having subject matter jurisdiction anywhere in the world. The party or parties prevailing in any proceeding relating to these License Terms will be entitled to recover reasonable legal fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.



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- 13.9 **DATA PROTECTION.** If delivery, creation, or use of the Product will involve the Processing of Personal Data, End User shall comply at all times with applicable laws, regulations and other legal requirements. End User shall ensure that it has in place a privacy policy that provides transparent communication of the Processing activities and the rights of Data Subjects. Additionally, End User shall employ adequate technical and organizational security measures to protect Personal Data against a personal data breach. For the purposes of this Section 13.9: (a) "Data Subject" means an identifiable natural person; (b) "Personal Data" means any information that directly or indirectly identifies a Data Subject, such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; and (c) "Processing" means any operation that is performed on Personal Data, whether or not by automated means, such as collection, storage, alteration, use, dissemination or destruction.
- 13.10 **NOTICES.** All notices of termination or breach must be in writing in English and addressed to the other party's legal department at the mailing address indicated above or in the applicable Customer Agreement. Notice is treated as given upon receipt, as verified by written or automated receipt or electronic log, as applicable.
- 13.11 **CONTROLLING LANGUAGE.** These License Terms are drafted in the English language only. English will be the controlling language in all respects, and all versions of these License Terms in any other language are for accommodation only and will not be binding on the parties.
- 13.12 **INTERPRETATION.** As used in these License Terms, and unless the context otherwise requires: (a) words expressed in the singular shall include the plural and vice versa; (b) the word "or" between two or more alternatives does not imply mutual exclusivity; and (c) the words "include", "including", "includes", and "included", when used, are deemed to be followed by the words "without limitation". Unless expressly defined otherwise, the word "day" or "days" shall mean calendar days.

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"Miscellaneous IP" means any trade secrets or know-how, information, or technology of any kind, including personal information and related data, processes, procedures, research and development, ideas, concepts, inventions (whether patentable or unpatentable), formulas, algorithms, compositions, production processes and techniques, technical data, designs, drawings, specifications, research records and records of inventions.

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"Product Specification" means with respect to each Product, the description and specification published by Ecopia.

"Product Terms and Conditions" means the Product Terms and Conditions attached to the applicable Customer Agreement in respect of the Product to be licensed to End User.



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<p><u>End User Name:</u></p> <p><u>Signature:</u></p> <p><u>Print Name:</u></p> <p><u>Title:</u></p> <p><u>Email Address:</u></p> <p><u>Phone Number:</u></p> <p><u>Date:</u></p>
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