



**Backup My Org
Standard License
End User License Agreement**

This End User License Agreement ("License Agreement") is entered into by the purchasing party ("Licensee") for the Backup My Org product ("Software") and GEO Jobe GIS Consulting, LLC ("Company").

1. DEFINITIONS

Definitions - The terms used herein are defined as follows:

- a. "Software" means all or any portion of Company's proprietary software technology, data, or documentation supplied, regardless of the format or content, including any maintenance as described in § 4.3. More specifically the Software known as Backup My Org.
- b. "Derivative Works" means any products, services, or methods created using, incorporating, or derived from the Software supplied or from other Derivative Works. Derivative Works may consist of collective works of authorship.

2. INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Software is licensed and not sold. Company owns the Software, which is protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. Licensee agrees to keep all attribution and copyright notices included in the Software wholly intact.

3. TERM

This License Agreement is effective upon execution of the Software purchase order. Licensee may terminate this License Agreement or Software license at any time by providing written notice to Company. Upon termination of this License Agreement or Software license, Licensee will (i) stop using the Software; and (ii) uninstall, remove and destroy all copies of the Software and deliver evidence of these actions to Company.

Licensee may terminate this Agreement if Company breaches any material term of this Agreement and fails to cure such breach within five (5) business days written notice thereof given by Licensee. Notwithstanding anything herein or in any accompanying order form, this Agreement will not automatically renew for successive terms unless agreed to in writing by the parties.

4. GRANT OF LICENSE

4.1 Grant of License to Licensee

Subject to the terms of this License Agreement, Company grants to Licensee a nonexclusive, nontransferable license to use and execute the Software. All other rights are reserved to Company.

4.2 License Type

The license usage model is a subscription model. The date of receipt of payment or purchase order from Licensee constitutes the starting date of Software license (“Effective Date”). Software licenses governed by License Agreement expires one year after the Effective Date.

4.3 Maintenance

Company shall provide Licensee with software maintenance for the Software. Software maintenance shall include bug fixes, software patches, security patches, enhancements and technical support.

4.4 Limits on Usage

Software license pertaining to this agreement is a Standard License. Software is licensed only to work for ArcGIS instances in which Licensee can connect to and administer via the Software. The use of Software to connect to unauthorized ArcGIS Instances is a violation of this License Agreement. The number of ArcGIS instances authorized for use via the Software is limited to the Licensee as documented on the official quotes, purchase orders, and/or invoices. This license (and the resulting connectors) are not intended for resale use or any other for-profit endeavor and use as such is strictly forbidden.

4.5 Complimentary Software

At no additional cost, Licensee will receive an Admin Tools for ArcGIS Online connector provision for each ArcGIS Enterprise instance they are licensed to administer via the Software. In the instance of a site license or professional services

license of the Software, the number of complimentary Admin Tools for ArcGIS Online connectors license provisions will be negotiated.

4.6 Express Prohibition on Patenting

Licensee may not, under any circumstances, incorporate the Software into any product, process, or method to be patented or protected by similar rights granted. Additionally, Software shall not be used in any preferred embodiments of patented products, processes, or methods. Any attempts to seek a patent or similar right incorporating Software shall render this License void, and all rights granted under this License shall be immediately revoked.

4.7 Technology Neutrality

The rights granted herein apply in any media or format, whether presently used or hereafter devised. These rights include the right to make any modifications necessary in order make use of Software on platforms for which it was not intended. If such modifications are made, any attribution and copyright notices included in the Software shall be included and left wholly intact.

5. DISCLAIMERS AND LIMITATION OF LIABILITY

5.1 Disclaimer of Certain Types of Liability

COMPANY REPRESENTS AND WARRANTS TO LICENSEE THAT THE SOFTWARE WILL PERFORM IN ACCORDANCE WITH DOCUMENTATION DURING THE SUBSCRIPTION TERM AND THAT IT DOES NOT CONTAIN ANY HARMFUL OR MALICIOUS CODE THAT COULD, IF USED IN ACCORDANCE WITH THIS AGREEMENT BY LICENSEE, MATERIALLY IMPAIR OR DAMAGE LICENSEE'S HARDWARE, SOFTWARE, NETWORK OR SYSTEMS. EXCEPT AS SET FORTH ABOVE OR ELSEWHERE HEREIN, COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.2 Disclaimer of Mutual Indemnity

THE PARTIES SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, SALES, OR BUSINESS EXPENDITURES; LOST INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL; OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR USE OF THE SOFTWARE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER OR

NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. GENERAL PROVISIONS

6.1 Export Control Regulations

Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, or provide the Software, in whole or in part, to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; (iv) any person or entity where such export, re-export, or provision violates any U.S. export control laws or regulations, including amendments and supplemental additions as they may occur from time to time; or (v) any person not employed by the Licensee. Licensee shall not export the Software or any underlying information or technology to any facility in violation of these or other applicable laws and regulations, including but not limited to the terms of any export license or licensing provision. Licensee represents and warrants that it or its employees, consultants, or customers who gain access to the Software are not a national, resident, located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls.

6.2 Severability

The parties mutually agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

6.3 Successor and Assigns

Licensee shall not assign or transfer Licensee's rights or delegate its obligations under this License Agreement without the prior written consent of Company, and any attempt to do so without consent shall be void.

6.4 Equitable Relief

Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Company shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

6.5 Governing Law

This License Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

6.6 Non-Infringement and Third Party Indemnity

Company agrees to defend, indemnify and hold harmless Licensee and its employees and contractors (collectively, "Licensees") from and against any and all actual and alleged damages or claims of third parties (including any reasonable attorney fees incurred as a result of such claims) asserted against Licensee that allege or prove that Licensee's complaint use of the Software or Documentation infringes or misappropriates any property or right of such third parties. No limitation of liability of consequential damages waiver under License Agreement will apply to any of Company's obligations under the immediately foregoing sentence.

6.7 Confidentiality and Non-Disclosure

The parties will keep confidential and not disclose to third parties other than their respective employees, agents, legal advisors or contractors (collectively, "Representatives") as minimally necessary to carry out or understand their respective rights or obligations under this License Agreement, all confidential or proprietary information or trade secrets of the other party, including, without limitation, the other party's or its affiliate's personally identifiable information, source code or algorithms, mathematical formulas or models, models or algorithms prepared by a party within the Software or service, financial information, prospective or existing client information, marketing strategies or plans, designs or drawings, or training strategies or plans (collectively, "Confidential Information"). However, Confidential Information will not include information already in the public domain prior to the date of this License Agreement without fault of the receiving party or its representatives, or information independently developed by the receiving party or its representatives without unauthorized use of any Confidential Information of the disclosing party. The receiving party shall be responsible for the acts of omissions of its representatives in connection with their safekeeping, use, access or disclosure of Confidential Information of the disclosing party in accordance with License Agreement. The parties represent and warrant to one another that their respective collection, storage, generation and disclosure of all personally identifiable information as contemplated in License Agreement or as incidental to the operation of Software is and will be done in accordance with all applicable laws and regulations. Notwithstanding anything in License Agreement to the contrary, no limitation of liability or consequential damages waiver under this License Agreement shall apply to any claims, damages, or losses of a party arising from the other party's breach of its obligations under this Section. Breaches of this provision shall be reported to the other party without unreasonable delay.

6.8 Entire Agreement

License Agreement cannot be amended unless done so in writing, signed and delivered, by the authorized representatives of the parties hereto. License Agreement and all documents amended, attached or delivered herewith constitute the entire agreement of the parties with respect to the subject matter hereof and thereof, and supersede and replace in their entirety any prior agreements, representations or arrangements, whether written or oral, related to such subject matter.