Terms and Conditions of License and Use map.apps

map.apps is an independent software artifact protected by copyright which is offered by con terra GmbH Deutschland (licensor) for setting up and supplementing Geo-IT solutions. The lawful acquisition of the map.apps software and its extensions entitles the licensee to use such software only in compliance with the following Terms and Conditions of License and Use.

By using the software you accept these Terms and Conditions. These provisions also apply to map.apps product extension. In the following, therefore, only the term map.apps is used for both map.apps and map.apps product extensions. If these license terms are not acceptable, the licensee is not entitled to install and use map.apps.

1 Scope of Use

1.1 Permitted Use

The Licensee shall be granted in respect of map.apps a networkable right of use and adaptation for any number of users which is non-exclusive, non-transferable, territorially unlimited and temporally restricted to the term of use agreed upon. Depending on the edition acquired, the licensee shall be granted the following rights of installation and use:

Free Edition

- One installation (web application) on a web server.
- unlimited number of apps;
- the use is limited to non-commercial purposes in teaching and training, i.e. available only for educational institutions
- for each use of map.apps the copyright note "map.apps © con terra GmbH" shall be placed in a visible position.
- use as Application Software Provider (ASP) is not permitted;

Basic Edition

- One installation (web application) on one web server;
- Limited to a maximum of 4 operational Apps;
- the use of product extensions is not permitted
- use as Application Software Provider (ASP) is not permitted.

Enterprise Edition

- One installation (web application) on a web server;
- Unlimited number of operational apps;
- One additional installation on a further server for the purpose of operation as active/passive cluster (failover) or active/active cluster (load balancer);
- One additional installation for stage or test environments.

- Extensible through product extensions;
- Use for Application Software Providing (ASP) is only admissible in case of additional acquisition of a "map.apps ASP option" in the scope therein defined.

Developer Edition

- One installation (web application) on one web server;
- Unlimited number of operational apps;
- Available only as a named-user-license for each named, known person;
- Use is strictly limited to the purpose of the software development - operational apps are excluded;
- use as Application Software Provider (ASP) is not permitted;
- Extensible through product extensions.

The use of map.apps shall be admissible only in connection with the simultaneous use of specified Esri standard software products; the licensor reserves the right to change the scope of such (Esri) products[1] at any time.

Use of the software in dynamically scaling operating environments (containers / cloud) is permitted, but requires a specific agreement with the licensor.

A copy of map.apps is permitted to make only for backup, archiving, replacement or for error tracing.

The delivery of the source code/object code shall not be owed hereunder. The licensee shall receive additionally (electronic) documentation. Furthermore, the use of map.apps by persons employed (consultants, for example) in the fulfillment of licensee's obligations shall be permitted within the scope of proper use in compliance with these terms and conditions of license and use. The licensee shall install the software himself, unless otherwise provided for.

---

[1] Currently, ArcGIS Maps SDK for JavaScript

Extensions or modifications of the map.apps software are only permitted by using the interfaces as specified in the documentation.

1.2 Unpermitted Use

The licensee shall not be entitled to wholly or partly sell or transfer map.apps to third parties, to rent, lease, lend, commercially distribute, publish, reverse develop (reverse engineering), decompile or disassemble them, unless permitted by law.

Furthermore, the licensee shall not be entitled to wholly or partly use map.apps for commercial hosting services, unless permitted by law or unless the licensee has additionally acquired a "map.apps ASP option".

The right of use is subject to the reservation of proper payment of the license fee. The licensor shall be entitled to demand that the software be returned and to terminate the license agreement extraordinarily if, despite a reminder, the licensee has not settled the license fee within a reasonable time limit set for payment.

2 Term of Use

2.1 The term of use shall be limited to one treaty year, beginning from the 1st calendar day of the month following the delivery of the software. The term of use shall be extended automatically for one further treaty year, unless notice of termination is given in writing by the licensee or the licensor three months prior to the expiration of the treaty year.

2.2 This shall not affect the right of extraordinary termination. The term of use shall end through termination by the licensor if, among other things, the licensee, (i) after a second reminder does not settle the yearly license fee, (ii) uses map.apps in an inadmissible manner or infringes the copyright or right of use, or (iii) a court order for the opening of insolvency proceedings concerning licensee's assets is filed.

2.3 At the end of the term of use, the licensee shall be obligated to uninstall/delete or irrecoverably destroy all copies of map.apps, including the documentation. The licensor may demand the receipt of a written confirmation of such uninstallation/deletion and irrecoverable destruction.

3 External software – open source software

The software may contain components of external software and/or open source software for which special license conditions are to be observed. Insofar as this is necessary for the lawful use of the software, the respective applicable external or open source software license conditions will be provided in a corresponding sub-folder of the delivery directory. The licensee undertakes only to install the software when he also agrees with these external software or open source software license conditions, which primarily have priority over these conditions of use. If the licensee does not agree to them, he will refrain from installing and using the software. If these terms are not acceptable, the licensee is not entitled to install and use map.apps.

4 Warranty

4.1 Within the warranty period the licensor shall be obligated to remedy defects in the delivered software, including the documentation.

4.2 At licensor's discretion, the remedy of defects shall be effected free of charge by means of subsequent improvement or replacement. The licensee shall be obligated to report any defects in the software promptly to the licensor. When reporting defects he shall take into consideration, to a reasonable extent, any instructions of the licensor regarding the analysis of the problem and shall furnish the licensor all information known to him required for remedying the defect.

4.3 The licensee shall not be entitled to give notice of termination pursuant to section 543 sub-section 2 sentence 1 no. 1 of the German Civil Code for non-granting of the contractual use in respect of licenses granted for a limited period of time, before the licensor has been given sufficient opportunity to remedy the defects and provided that such remedying of defects has been unsuccessful. The remedying of defects shall only be considered unsuccessful if such remedy is impossible, if it has been denied or unduly delayed by the licensor, if there are reasonable doubts regarding the prospects of success, or if for any other reasons such remedy of defects is unreasonable to the licensee.

4.4 The licensee's rights regarding defects shall be excluded if the licensee has modified the leased object, or has had the leased object modified, without licensor's approval, unless the licensee demonstrates that such modifications do not affect the analysis or remedy of defects in a manner which is unacceptable to the licensor. Licensee's rights in respect of defects shall remain unaffected, provided that the licensee has been entitled to realize such modifications, in particular within the scope of

exercising the right of remedying defects himself pursuant to section 536a subsection 2 of the German Civil Code, and if he has carried out such modification properly and has documented it in an understandable manner 2

5 Liability

5.1 The licensor shall be liable, limited to the compensation of the foreseeable damage typical for this type of contract, for any damage based on slightly negligent breach of essential duties by the licensor or any of his legal representatives or persons employed in the fulfillment of his obligations. Essential duties are those the fulfillment of which is crucial for the proper execution of the contract and the fulfillment of which the licensee may rely on.

5.2 Licensor's strict liability in tort pursuant to section 536a sub-section 1, 1. alternative of the German Civil Code, for defects already existing at the time of the execution of the contract shall be excluded. Liability for indirect or consequential damage and lost profit, for any legal reason whatsoever, shall be excluded.

5.3 The licensee shall take any appropriate measures, in particular also with regard to third parties, in order to prevent map.apps from being used in an inadmissible manner in violation of the copyright.

6 Maintenance and Support

The licensor may, at his discretion, make available to the licensee updates and upgrades of the software. This shall include all editions in the form of patches, updates, upgrades or releases. As a rule, such editions shall be made available via download. The Enterprise Edition also includes the support service "standard product support".

7 Final Provisions

7.1 Modifications of and amendments to this contract, including this written-form provision and representations and warranties regarding features, must be made in writing in order to be effective.

7.2 In the event that any provision hereunder should be or become wholly or partly invalid, or that this contract should contain a gap, this shall not affect the legal validity of the remaining provisions hereunder. The parties to the contract shall be obligated to replace the invalid provision by a valid provision which corresponds to the sense and purpose of the invalid provision.

7.3 This contract shall be governed by the law of the Federal Republic of Germany, the UN Convention on Contracts for the International Sale of Goods being excluded.