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2. No Warranties

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(a) The Data provided hereunder is obtained or derived by Sanborn from sources, in a manner that Sanborn, using commercially reasonable resources, has reason to believe are reliable. Sanborn and its suppliers shall have no liability to you, or a third party, for errors, omissions or malfunctions in the Data, other than the obligation of Sanborn to use commercially reasonable efforts, upon receipt of notice from you, to correct a malfunction, error, or omission in any Data. Sanborn, at its option and expense, may either (a) replace the Data, or (b) refund the purchase price you paid upon receipt of the Data.

(b) You agree to indemnify Sanborn and its suppliers against, and hold Sanborn harmless from, any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against Sanborn by a third party arising out of or related to the accuracy or completeness of any Data received by you, or any data, information, service, report, analysis or publication derived therefrom. Sanborn shall not be liable for any claim or demand against you by a third party.

(c) Neither party shall be liable for any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply.

4. Proprietary Information

You acknowledge that the data and information contained in the Data constitute copyrighted, trade secret or proprietary information of substantial value to Sanborn or its suppliers (collectively "Proprietary Information"). You shall treat Proprietary Information as proprietary and shall not divulge, nor permit any of your employees or agents to divulge, any Proprietary Information to any person or entity, except as expressly permitted under this Agreement.

5. Copyright

(a) You understand and acknowledge that the Data are a copyright of Sanborn and you agree that you will insure that all copies of the Data, as well as any derivative works, will contain appropriate copyright notices and that all notices, reproductions or advertisements of any kind will also credit Sanborn as the source of the data.

(b) All Data and advertising must, minimally, be accompanied by the following copyright and credit statements: © *The Sanborn Map Company, Inc. (insert year). All Rights Reserved.*

6. Limitations on Use of Data

(a) You agree to obtain access to or receive deliveries of the Data solely from Sanborn and/or its authorized distributors or resellers.

(b) You agree to use the Data, the information and data contained in the Data, or any portion thereof (also, the “Data”) solely for: either your internal use and benefit, or your transfer or disposition to, for internal use by or for the benefit of, any other person or entity as expressly permitted under this Agreement; and, not for any resale or commercial use by you or any other person or entity.

(c) You shall not use the Data for any unlawful purpose.

(d) You are specifically prohibited from charging, or requesting donations, for any copies of or derivative works of the Data, however made, and from charging, or requesting donations, for any copies of or derivative works of the Data, however made, which are incorporated into and/or combined or bundled with other data or products of any kind, commercial or otherwise.

(e) You may disseminate reports and analyses that contain “insubstantial” portions of the Data by either hard copy or view only access; provided that such dissemination is for human cognition only and not for manipulation in machine readable form (“Hard Copy Redistribution”). “Insubstantial” means those portions of Data which in the aggregate do not form a significant part of the Data from which they were derived, combined or revised. You may make an unlimited number of print and internet display copies of the Data for use by any other person or entity as expressly permitted under this Agreement, provided that: (1) all copies include the copyright notice prominently displayed in or adjacent to the Data; (2) you may not sell any copies made for such purposes; (3) with the exception provided by (4) below, you will prohibit and prevent this data from being downloaded or screen captured by such other persons or entities; and (4) you may display Data on the Internet in JPEG format that is non-geo-referenced and degraded from its original form.

(f) You may post the Data or derivative works at full resolution on the world wide web under the following conditions: The Data and derivative works may be posted at full resolution for non-commercial purpose in a nondownloadable, non-distributable fashion and in a manner that does not allow a third party to extract or access the Data as a standalone file.

(g) If you transmit, share, or distribute the Data or post the Data via the world wide web to any person or entity as expressly permitted under this Agreement; you shall ensure that such persons or entities receive and/or have access to such Data expressly pursuant and subject to all terms, conditions, and limitations contained in, and terms, conditions and limitations no less restrictive than those contained in, this Agreement.

7. Intellectual Property

Sanborn retains and will hold all ownership rights in all intellectual property embodied in the Data including without limitation all trademarks, trade names, copyrights, service marks, source code, object

code, documentation or data contained in the Data, the Data itself or any derivative works or modifications of any kind thereto. Nothing contained herein shall be deemed a transfer by Sanborn of any rights therein, nor a right to customize, manage or otherwise manipulate the Data.

8. Termination

Upon failure of a party to comply with any material provision of this Agreement, the other party may terminate this Agreement on thirty (30) days written notice thereof if such material breach is not cured within such thirty day period. Sanborn may terminate this Agreement for any reason upon thirty (30) days written notice to you. Upon the termination or expiration of this Agreement, you will immediately return or destroy all the Data.

9. Taxes & Other Charges

You shall be responsible for paying any applicable (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the license granted hereunder, (ii) freight, insurance, and installation charges, and (iii) import/export duties or like charges that are not the responsibility of Sanborn.

10. General

(a) You acknowledge that the download and/or installation of the Data on a computer system constitutes acceptance of this Agreement in its entirety.

(b) This Agreement constitutes the entire understanding of the parties with respect to the Data and supersedes all prior or collateral agreements or understandings. No waiver or modification shall be valid or binding unless in writing and signed by the party to be charged thereby. You acknowledge that you have not relied on any representation by Sanborn or its employees or agents other than those incorporated herein, and further you have had the time and opportunity to obtain the advice of legal counsel concerning the terms and conditions hereof.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any other jurisdiction other than the State of Colorado. Each of the parties agrees that any dispute relating to or arising from this Agreement or the transactions contemplated hereby shall be resolved only in the state or federal courts located in Denver, Colorado and the appellate courts having jurisdiction of appeals from such courts. Each of the parties hereby irrevocably and unconditionally (i) submits for itself and its property in any legal action relating to this Agreement or the transactions contemplated hereby, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the state and federal courts in Denver, Colorado and appellate courts having jurisdiction of appeals from any of the foregoing, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such legal action shall be heard and determined in such courts; and (ii) consents that any such legal action may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such legal action in any such court or that such legal action was brought in an inconvenient court and agrees not to plead or claim the same.

(d) You may not assign this Agreement by operation of law, novation or change of ownership without Sanborn's expressed written consent. Sanborn may assign this Agreement by operation of law, novation or change of ownership without restriction or limitation.

(e) Wherever possible the provisions of this Agreement shall be interpreted in a manner to be effective and valid under applicable law, but if prohibited or invalid, such provision shall only be ineffective to the extent required by law, without invalidating (to the extent possible) the intent of or remainder of such provision or other provisions.

(f) Notices required under this Agreement, if to you, shall be sent to the address you provide to Sanborn, and if to Sanborn, shall be sent to The Sanborn Map Company, Inc., 1935 Jamboree Drive, Suite 100, Colorado Springs, CO 80920, Attention: President.

(g) The provisions of this Agreement shall survive any termination or expiration of this Agreement.

(h) The parties expressly exclude from this Agreement the applications of the United Nations Convention on Contracts for the International Sale of Goods, and further exclude from this Agreement the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, c. 13, and the International Sale of Goods Act, R.S.O. 1990, C.I.10, as amended.

Signature _____
Name _____
Agency/Organization _____
Date _____