

End User License Agreement “EULA”

EULA

1. The Customer agrees and acknowledges that:
 - 1.1 it is granted a personal, non-transferable and non-exclusive right to use the Solution and Data for its internal business purposes only;
 - 1.2 GeoGuard or its licensors retain all of their intellectual property rights in and to the Solution and Data, and no title to such intellectual property is transferred to the Customer;
 - 1.3 it shall not to expose, reverse assemble, reverse engineer, decompile, reverse decompile, reduce to human readable form, or otherwise attempt to derive source code from the Solution, or modify, incorporate into or with other software, or to create derivative works of, the Solution, or allow any third party to do the same;
 - 1.4 it shall not to expose, capture, retain, aggregate, store, copy, market, modify, reverse engineer, decompile, disassemble, exploit or otherwise attempt to discover the Data, or allow any third party to do the same;
 - 1.5 it shall comply with all export and re-export restrictions and regulations of the Department of Commerce or other United States agency or authority, and shall not transfer, or authorise the transfer of, the Solution to a prohibited country or otherwise in violation of any such restrictions or regulations;
 - 1.6 no warranty from GeoGuard or its licensors is made to the Customer in connection with the Solution or the Data, and there is an express disclaimer of any implied warranties of merchantability or fitness for a particular purpose;
 - 1.7 GeoGuard and its licensors shall not be liable to the end user for any indirect, consequential, incidental or special damages arising out of the use or license of the Solution or Data, regardless of the theory of liability (including negligence, tort and strict liability);
 - 1.8 it shall not remove, alter or obscure any copyright or other proprietary notices incorporated on or in the Solution by GeoGuard or any of its licensors, or allow any third party to do the same;
 - 1.9 it shall not make the Solution or Data available to third parties or use the Solution on behalf of third parties (including through file sharing, hosting, application services



provider, service bureau, or any other type of service) and shall not transfer or sublicense the Solution or Data or allow the Solution or Data to become subject to any lien;

1.10 it shall not make any copies of the Solution or Data, except for a single copy for back-up/archival purposes, and such copy must contain all of GeoGuard's and its licensors' notices regarding proprietary rights.

