VizZen SOFTWARE LICENSE TERMS AND CONDITIONS

These VizZen Software License Terms and Conditions and the VizZen Software Order Form establish the legal terms for Customer's license and use of the VizZen software and are legally binding. By signing the Order Form or installing or using the Software, Customer agrees to be bound by and to abide by the terms of the Agreement.

1. **Definitions.** The following definitions shall apply:

   a. **"Agreement"** means the VizZen Software Order Form and the VizZen Software License Terms and Conditions.

   b. **"Authorized User"** means an employee or contractor of Customer who is authorized by Customer to access the Software.

   c. **"Customer"** shall be as defined in the Order Form.

   d. **"Documentation"** means Licensor's manuals and guides relating to the Software which are provided to Customer.

   e. **"Effective Date"** means the date specified on the Order Form

   f. **"Enterprise"** means Customer and its wholly-owned subsidiaries.

   g. **"Fees"** means the combined total amount of the License Fee and the Technical Support Fee.

   h. **"License Fee"** means the license fee specified on the Order Form.

   i. **"License Type"** means the scope of the license specified on the Order Form

   j. **"Licensor"** means BATC as defined on the Order Form.

   k. **"Order Form"** means the VizZen Software Order Form.

   l. **"Processor"** means one (1) central processing unit.

   m. **"Software"** means the VizZen software version specified on the Order Form, in executable form only, and includes Updates but does not include Upgrades.

   n. **"Service"** means use of the Software and Documentation solely as provided through the WSA Provider in the Territory.

   o. **"Technical Support"** means the technical support offered by Licensor from time-to-time with respect to the operation of the Software.

   p. **"Territory"** means with respect to Services, the country in which the WSA Provider operates.

   q. **Third-Party Products"** means any third-party products described in Exhibit A provided with or incorporated into the Software, including without limitation, any open source software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative.

   r. **"Term"** means the license duration specified on the Order Form.

   s. **"Updates"** means bug fixes, patches, and other error corrections with respect to the Software made available by Licensor to all licensees as part of Technical Support.

   t. **"Upgrades"** means versions of all or part of the Software which Licensor determines contains significant functionality or design improvements and which are not provided as part of Technical Support but instead are separately licensed by Licensor.

u. **"U.S. Government Agency"** means a United States federal executive agency organized under Article III of the United States Constitution, including, but not limited to, sub-agencies, departments, and bureaus thereof

v. **"WSA Provider"** means the entity providing the WSA.

w. **"Web Services Account" or "WSA"** means a cloud-based account Customer maintains at one of the Licensor-authorized cloud computing platform web hosting service providers which provide the Service.

2. **License.**

a. **Grant**. Subject to the terms of and Customer's compliance with all such terms in, this Agreement, including without limitation, the timely payment of all Fees Licensor hereby grants to Customer, a non-exclusive, non-transferable license during the Term, without the right to grant sub-licenses, (i) to use the Software for Customer's internal business purposes solely in accordance with the License Type, and (ii) to use and make a reasonable number of copies of the Documentation solely for Customer's internal business purposes in connection with Customer's use of the Software permitted under this Agreement.

b. **Use Restrictions.** Customer shall not use the Software or Documentation beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (i) use the Software or Documentation to provide business process outsourcing, service bureau applications, or third party training; (ii) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (iii) rent, lease, lend, sell, sublicense, assign, distribute, redistribute, publish, transfer, or otherwise make available the Software or the Documentation; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (v) remove any proprietary notices from the Software or the Documentation; (vi) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (vii) use the Software after the expiration of the Term, outside of the specified License Type, or in any manner nor expressly provided for in this Agreement. Notwithstanding the foregoing, Customer under contract with a U.S. Government Agency may assign this Agreement to the U. S. Government Agency, including the Software and Documentation, provided that the U.S. Government Agency assents to the terms of this Agreement.

c. **Increases**. Where the software is licensed based on Processors or Authorized Users, Customer may request that the number of Processors or Authorized Users, as applicable, be increased (but not decreased) above the level specified in the Order Form. Upon receipt of such request, Licensor shall provide Customer with a quotation for the increases in the Fees for the increase requested. Upon payment of the specified increases in the Fees, the number of Authorized Users or Processors, as applicable, permitted to use the Software under this Agreement will be increased accordingly.

d. **Copies**. Customer shall be permitted to make one (1) additional copy of the Software solely for back-up, disaster recovery, and testing purposes. Any such copy of the Software remains Licensor's exclusive property, is subject to the terms of this Agreement, and must include all copyright and other proprietary rights notices contained in the original.

e. **Service**. Where Customer elects to access the Software and Documentation through the Service, the license granted hereunder shall be further subject to Customer's strict compliance with all terms and conditions of agreements with third parties providing the Service, including, without limitation, the WSA Provider, and the license shall only permit Customer to use the Software and Documentation in the Territory and through the Service. No other rights or licenses with respect to the Software of the Documentation are conferred or implied. Customer is responsible for its connection to and use of the Service. Licensor is not responsible for any aspect of the services provided by the WSA Provider, including, without limitation, its availability. Customer shall be soley responsible for entering its data into the Service, and Customer shall be responsible for the maintenance of the data supplied by it. Customer hereby represents and warrants that all such data shall be free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used to provide the Service, including, without limitation, the Software. Customer agrees that it has collected and shall maintain and handle all such data in compliance with all applicable data privacy and protection laws, rules and regulations. Customer shall indemnify, defend and hold harmless Licensor and its licensors for any claim arising from Customer's use of the Service: (i) in breach of this Agreement or any agreement with WSA Provider or (ii) in breach or infringement of any third party rights.

f. **Derivative Works**. Notwithstanding the restrictions in 2.b, should Customer develop any derivative works of the Software, Customer hereby assigns and agrees to assign any and all rights in and to such derivative works to Licensor (and its licensors, as applicable) and agrees to promptly execute any and all documents necessary to effect or perfect any such assignment.

g. **Evaluation License**. If the Term specified is "Evaluation", Customer's license shall only permit usage of the Software and Documentation on a trial basis for the time period specified on the Order Form. Upon the expiration of the specified time period, Customer shall immediately cease all use of the Software and Documentation, shall delete or destroy, as applicable, all copies of the Software and Documentation in its possession, and confirm such destruction and deletion to Licensor in writing. Any subsequent use of the Software and Documentation shall be subject to Customer's entering into a new license agreement with Licensor. No Technical Support is provided for the Software under an Evaluation License.

h. **Reservation**. Licensor (and to the extent applicable, its licensors) retains ownership of any and all rights in and to the Software and Documentation and reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants to Customer or any third party, by implication, waiver, estoppel, or otherwise, any intellectual property rights or other right, title, or interest in or to the Software. Further, no right or license of any kind is granted with respect to all or any portion of the source code of the Software.

i. **Delivery**. For licenses provided other than through the Service, Licensor shall deliver the Software and Documentation to Customer promptly after the Effective Date in the manner Licensor determines to be appropriate in its sole discretion.

j. **Audit.** Licensor or its nominee (including its attorneys, accountants and/or auditors) may, in Licensor's sole discretion upon request inspect and audit Customer's use of the Software under this Agreement at any time during the Term and for two (2) years following the termination or earlier expiration of this Agreement. All such audits shall be conducted during regular business hours and in a manner that does not unreasonably interfere with Customer's business operations.

Customer shall make available all such books, records, equipment, information and personnel, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of Licensor with respect to such audit. If the audit determines that Customer's use of the Licensed Software is not in accordance with the usage permitted by this Agreement, Customer shall pay to Licensor all amounts due for such excess use of the Licensed Software, plus interest on such amounts at a rate of one percent (1%) per month. If the audit determines that such excess use equals or exceeds five percent (5%) of Customer's permitted level of use, Customer shall also pay to Licensor all reasonable costs incurred by Licensor in conducting the audit. Customer shall make all payments required under this Section 2.j within ten (10) days of the date of written notification of the audit results.

3. **Customer Obligations**

   a. **General**. Customer is responsible and liable for all uses of the Software and Documentation, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software, and shall cause Authorized Users to comply with such provisions.

   b. **Third-Party Products**. Licensor may distribute certain Third-Party Products with the Software. For purposes of this Agreement, such Third-Party Products are subject to their own license terms and the applicable flow through provisions referred to in Exhibit A. If Customer does not agree to abide by the applicable terms for such Third-Party Product, then Customer should not install or use such Third-Party Products. Certain Third-Party Products constitute open source software. Customer understands and acknowledges that such open source software is not licensed to Customer pursuant to the provisions of this Agreement and that this Agreement may not be construed to grant any such right and/or license. Customer shall have only such rights and/or licenses, if any, to use the open source software as set forth in the licenses referenced in Exhibit A.

4. **Technical Support**. Technical Support is applicable to the current version of the Software and one (1) prior version (as identified by Licensor). The Technical Support available under this Agreement consists of: Updates, such online technical materials as may be made available by Licensor, such online training materials as may be made available by Licensor from time to time, a web-based mechanism for receiving and responding to questions and inquiries during working hours, and the opportunity to request online or on-site assistance for a mutually-agreed fee. Nothing in this Agreement shall be construed to state of imply that Technical Support will successfully resolve all issues, will be available without interruption, or will be sufficient to permit Customer's successful use of the Software. Licensor may, at its option, offer additional Technical Support to Customer beyond that provided in this Agreement under the terms of a separate, mutually-agreed Technical Support agreement.

5. **Custom Development.** Custom development is not provided under this Agreement. Custom development may be provided under a separate, mutually-agreed development contract between Customer and Licensor.

6. **Confidential Information**. The Software and Documentation, as well as information provided as part of Technical Support, constitute confidential information that is proprietary to Licensor ("Confidential Information"). Customer agrees that it shall: (i) keep all such Confidential Information confidential; (ii) not disclose it to third parties without Licensor's prior written consent, which may be withheld in Licensor's sole discretion; (iii) limit disclosure to its employees who have a need to know and who agree to abide by the obligations in this Section 6 with respect to Confidential Information; and (iv) use the Confidential Information solely to exercise its rights under the license granted under this Agreement during the Term. Upon the expiration of the Term, Customer shall promptly return to Licensor or destroy, at Licensor's option, all Confidential Information. In the case of destruction, an officer of Customer shall certify in writing to Licensor that all such Confidential Information has been destroyed.

7. **Warranty**.

   a. **Limited Warranty**. Licensor warrants that: (i) the Software will perform materially as described in the Documentation for a period of ninety (90) days following the Effective Date; and (ii) at the time of delivery the Software does not contain any virus or other malicious code that would cause the Software to become inoperable or incapable of being used in accordance with the Documentation. **THE FOREGOING WARRANTIES DO NOT APPLY, AND LICENSOR STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.**

   b. **Limitations**. The warranties set forth in Section 7.a do not apply and become null and void if Customer breaches any material provision of this Agreement, or if Customer, any Authorized User, or any other person provided access to the Software by Customer or any Authorized User, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation; (ii) modifies or damages the Software; or (iii) misuses the Software, including any use of the Software other than as specified in the Documentation.

   c. **Remedy**. If, during the period specified in Section 7.a, any Software fails to comply with the warranty in Section 7.a, and such failure is not excluded from warranty pursuant to Section 7.b, Licensor shall, subject to Customer's promptly notifying Licensor in writing of such failure, at Licensor's sole option, either: (i) repair or replace the Software, provided that Customer supplies Licensor with all information Licensor reasonably requests to resolve the reported failure, including sufficient information to enable the Licensor to recreate such failure; or (ii) refund the Fees paid for such Software, subject to Customer's ceasing all use of and, if requested by Licensor, returning to Licensor all copies of the Software. If Licensor repairs or replaces the Software, the warranty will continue to run from the Effective Date and not from Customer's receipt of the repair or replacement. The remedies set forth in this Section 7.c are Customer's sole remedies and Licensor's sole liability under the limited warranty set forth in Section 7.a.

   d. **Disclaimer**. **EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7.a, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF**

ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. <u>Limitation of Liability</u>. IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNT OF THE LICENSE FEE PAID TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $1 MILLION, WHICHEVER IS LESS.

9. <u>Indemnification</u>.
   a. <u>Licensor Indemnification</u>. Licensor shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Software or Documentation infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies Licensor in writing of the claim, cooperates with Licensor, and allows Licensor sole authority to control the defense and settlement of such claim.

      i. <u>Additional Commitments</u>. If such a claim is made or appears possible, Customer agrees to permit Licensor, at Licensor's sole discretion, to (A) modify or replace the Software or Documentation, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Licensor determines that none of these alternatives is reasonably available, Licensor may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

      ii. <u>Limitations</u>. This Section 9.a will not apply to the extent that the alleged infringement arises from: (A) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Licensor or authorized by Licensor in writing; (B) modifications to the Software not made by Licensor; or (C) use of any version other than the most current version of the Software or Documentation delivered to Customer; or (D) Third-Party Products.

       iii. **Exclusive Remedy**. **THIS SECTION 9.a SETS FORTH CUSTOMER'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR DOCUMENTATION INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL LICENSOR'S LIABILITY UNDER THIS SECTION 9 EXCEED THE AMOUNT OF THE LICENSE FEE PAID TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $1 MILLION, WHICHEVER IS LESS.**

   b. **Customer Indemnification**. Customer shall indemnify, hold harmless, and, at Licensor's option, defend Licensor from and against any Losses resulting from any Third-Party Claim based on Customer's, or any Authorized User's: (i) negligence or willful misconduct; (ii) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement[; (iii) use of the Software in combination with data, software, hardware, equipment or technology not provided by Licensor or authorized by Licensor in writing; (iv) modifications to the Software not made by Licensor; or (v) use of any version other than the most current version of the Software or Documentation delivered to Customer, provided that Customer may not settle any Third-Party Claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such Third-Party Claim or unless Licensor consents to such settlement, and further provided that Licensor will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10. **Termination**. In addition to any other express termination right set forth in this Agreement:

   a. **By Licensor**. Licensor may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than five (5) days after Licensor's delivery of written notice thereof; (B) breaches any of its obligations under Section 2.b or Section 6; or (C) if the Customer materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after Licensor provides Customer with written notice of such breach.

   b. **Mutual**. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

   c. **Effect of Expiration or Termination**. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Customer's obligations under Section 6, Customer shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to the Licensor that the Software and Documentation has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

d. **Survival**. This Section 10.d and Sections 1, 2.f, 2.j, 3, 6, 7.d, 8, 9, 10.c, and 11 shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

11. **General.**

   a. **No Waiver**. The failure of either Party to insist upon the strict performance of any of the terms or provisions of this Agreement by the other Party shall not be construed as a waiver or relinquishment for the future of any such term or provision or any resulting right, power or remedy resulting from the breach thereof. Any waiver or relinquishment must be in writing and signed by the Parties, and shall be effective only to the extent stated therein.

   b. **Notices**. Unless expressly provided otherwise herein, any notices required or authorized to be given under this Agreement shall be in writing and shall be deemed to be given when hand delivered, mailed by first-class, certified or registered mail, postage prepaid or by facsimile to Customer at the address specified in the Order Form and to Licensor to Ball Aerospace & Technologies Corp., 10 Longs Peak Drive, Broomfield, Colorado 80021, Attn: President

   c. **Entire Agreement**. This Agreement is fully integrated, and contains the sole and entire Agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes and replaces all prior negotiations, proposed agreements, and agreements concerning the subject matter of this Agreement. The Parties acknowledge that no Party and no agent, representative or attorney of any Party has made any promise or representation whatsoever, express or implied, concerning the subject matter of this Agreement (or to induce the execution of this Agreement) which is not expressly set forth herein. It is further acknowledged that in executing this Agreement the Parties have not relied upon any promise or representation made by any other Party or any other Party's agent, representative or attorney except as such promises or representations are expressly set forth herein.

   d. **Amendments**. The Agreement may not be changed or modified in any way subsequent to the date of execution except by an instrument in writing executed on behalf of each of the Parties hereto.

   e. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.

   f. **No Assignment**. Licensor shall be entitled to assign its rights, licenses and obligations to any of its subsidiaries or successors. Otherwise, neither Party shall assign or purport to assign its rights or licenses or obligations under this Agreement without the prior written consent of the other Party.

   g. **Independent Contractors**. The Parties, in the performance of this Agreement, shall be acting in their individual capacities and not as agents, employees, partners or associates of one another. The employees of one shall not be deemed to be the employees or agents of the other Party for any reason. Neither Party shall be liable for any representation made by the other with respect to third parties.

   h. **Counterparts**. This Agreement may be executed in counterparts, all of which shall be deemed an original.

   i. **Provisions Severable**. The provisions of this Agreement shall be severable, and the invalidity or illegality of any provision shall not affect the validity of the other provisions. The Parties intend for the remaining unaffected provisions to remain in full force and effect.

j. **Force Majeure**. Neither Party shall be liable for any failure or delay in performance of any obligation under this Agreement (excluding any obligations to make payment) due to causes reasonably beyond the control of the Party charged with performance (a "force majeure" event). Any Party claiming excuse from performance under this Section 8.1 shall promptly notify the other Party of the force majeure event. The Party affected by the force majeure event shall notify the other Party as soon as the force majeure event has ceased. Performance under the Agreement shall be resumed as quickly as reasonably possible after the Party affected by the force majeure event has so notified the other Party.

k. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, excepting its choice of law provisions. Any dispute arising under or relating to this Agreement shall be heard exclusively in the state or federal courts in Colorado and Customer expressly irrevocably submits to the exclusive jurisdiction of such courts. **THE PARTIES EXPRESSLY DISCLAIM APPLICABILITY OF THE UNITED NATIONS CONVENTION ON CONTRACT FOR THE INTERNATIONAL SALE OF GOODS.**

l. **Export Control**. The Software may be subject to US export control and economic sanctions laws and regulations, including, without limitation, (i) the Arms Export Control Act of 1976; (ii) the Export Administration Act of 1979; (iii) the International Traffic in Arms Regulations, as amended; (iv) the Export Administration Regulations, as amended; and (v) the Office of Foreign Assets Control Regulations, as amended. Customer shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US. The Customer warrants that it is not subject to any sanctions enacted by the Office of Foreign Asset Control.

m. **US Government Rights**. Each of the Documentation and the Software is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.211 and 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

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EXHIBIT A

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Postgres - https://www.postgresql.org/about/licence/ and https://opensource.org/licenses/postgresql

PostGIS - http://postgis.net/ and https://opensource.org/licenses/gpl-2.0.php

Tomcat - http://tomcat.apache.org/legal.html and http://www.apache.org/licenses/LICENSE-2.0

GDAL - http://www.gdal.org/ and https://opensource.org/licenses and http://trac.osgeo.org/gdal/wiki/FAQGeneral#WhatlicensedoesGDALOGRuse

NGINX - http://nginx.org/LICENSE

Linux - http://www.unixguide.net/linux/faq/01.10.shtml

Java - https://github.com/aws/aws-sdk-java/blob/master/LICENSE.txt and https://github.com/java-native-access/jna/blob/master/LICENSE

Key Cloak - https://github.com/keycloak/keycloak/blob/master/License.html

Angular - https://github.com/angular/angular.js/blob/master/LICENSE

Bootstrap - https://github.com/angular-ui/bootstrap/blob/master/LICENSE

Bourbon - https://github.com/thoughtbot/bourbon/blob/master/LICENSE.md

D3 - https://github.com/d3/d3/blob/master/LICENSE

Font Awesome - http://fontawesome.io/license/

IcoMoon - https://github.com/Keyamoon/IcoMoon-Free/blob/master/License.txt and https://icomoon.io/#termsofuse

JQuery - https://github.com/jquery/jquery/blob/master/LICENSE.txt and https://jquery.org/license/

Leaflet - https://github.com/Leaflet/Leaflet/blob/master/LICENSE

MomentJS - https://github.com/funkotron/momentus/blob/master/plugins/cordova-plugin-whitelist/plugin.xml

SigmaJS - https://github.com/jacomyal/sigma.js/blob/master/LICENSE.txt and http://sigmajs.org/

Terraformer - https://github.com/Esri/Terraformer/blob/master/LICENSE

UnderscoreJS - https://github.com/jashkenas/underscore/blob/master/LICENSE
Node - https://github.com/nodejs/node/blob/master/LICENSE
Gulp - https://github.com/gulpjs/gulp/blob/master/LICENSE

Bootswatch Yeti - https://bootswatch.com/yeti/