

## End User License Agreement

(Rev R022316)

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  - b. “Floating license” means a license that permits execution of the Software on any computer on the network. The number of simultaneous/concurrent users and/or executing software instances may be controlled by a License Manager to access and use the Software.
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  - not to remove, destroy, deface or alter any legends, notices, statements, or marks indicating GeoCue's ownership or restrictions that are displayed on any screens or printouts.

You agree that violation of the above terms would cause substantial and irreparable harm and damage to GeoCue that may be difficult to measure in money damages. Therefore, You agree that GeoCue may enjoin Your unauthorized use of the Software without notice or bond.

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the Software and issue You a credit based upon the fees paid for the Software prorated over a 36 month period from the original date of use.

9. **Indemnification by You.** If you modify the Software or use the Software in a manner not permitted by this Agreement, and, as a result, the Software comes to violate a copyright, trademark, trade secret, license or other proprietary right of any third party, then You will defend or settle, at Your own expense, any claim made by a third party against GeoCue provided that: (a) GeoCue has promptly notified You in writing after receiving notice of any such claim of infringement; (b) GeoCue grants to You sole control of the defense of any action and all negotiations for its settlement; and (c) GeoCue provides reasonable assistance to You in Your efforts to defend or settle any such claims. You will not be liable for any legal costs or expenditures incurred by GeoCue.

## 10. Miscellaneous.

*a. Severability / Governing Law.* Should any provision of this Agreement be deemed by a court of competent jurisdiction to be invalid, void, ineffective, unenforceable, or unlawful, under present or future laws, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired or invalidated. The failure of either party to enforce any provision of this License will not be deemed a waiver of that party's right to later enforce that provision or any other provision. The Agreement is governed by the laws of the State of Alabama without giving effect to any choice of law rules that may require the application of laws of another jurisdiction. You agree that the state and federal courts of Madison County, Alabama will be the sole jurisdiction and venue for any dispute between You and GeoCue and You agree to submit to the personal jurisdiction of such courts.

*b. Third Party Beneficiaries.* You acknowledge that third party licensors of all or any part of the Software are intended beneficiaries of this Agreement including those provisions that address the protection of intellectual property rights in the Software. If GeoCue fails to enforce any provisions, such third party licensors may enforce such provisions against You.

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