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**11.4 No Implied Waivers**—The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or the right of such party thereafter to enforce that or any other provision.

**11.5 Severability**—The parties agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

**11.6 Successor and Assigns**—Licensee shall not copy, assign, sublicense, sublease, redistribute, or transfer Licensee's rights or the rights of a contractor or third party or delegate its obligations under this Agreement without LATITUDE's and its authorized distributor's prior written consent, and any attempt to do so without LATITUDE's and its authorized distributor's prior and written consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement. Notwithstanding, a Government contractor that has acquired the Product(s) under contract to the Government may assign its rights under this Agreement to its Government customer upon written notice to LATITUDE, provided the Government customer assents to the terms of this Agreement.

**11.7 Survival of Terms**—The provisions of Articles 2, 7, 8, 7, 10, and 11 of this Agreement shall survive the expiration or termination of this Agreement.

**11.8 Equitable Relief**—Licensee acknowledges and agrees with LATITUDE that any breach of this Agreement by Licensee, its employees, representatives, contractors or other third parties may cause serious and irreparable harm to LATITUDE and/or its licensor(s) which cannot adequately be compensated in damages. Further, Licensee acknowledges and agrees with LATITUDE that, in the event of such a breach, in addition to any and all remedies available to LATITUDE, its licensor(s) or its authorized distributor at law, LATITUDE, its licensor(s) and/or its authorized distributor shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief. Licensee hereby consents to any request made by LATITUDE, its licensor(s) or its authorized distributor for an injunction, specific performance or other equitable remedy and to such an injunction, specific performance or other equitable remedy being issued against it restraining it from any further breach of such provision or requiring any action by Licensee whatsoever. Such injunction, specific performance or other equitable remedy shall not be construed to preclude or to be in derogation of any other remedy to which LATITUDE may be entitled under the laws of Canada or the home jurisdiction of Licensee.

**11.9 U.S. Government Restricted Rights**— The Product(s) are provided with restricted rights. The Product(s) are commercial computer software, commercial data, commercial Online Services, and commercial computer software documentation. This Agreement contains LATITUDE's commercial license terms and conditions for such items. The commercial license rights in this Agreement strictly govern Licensee's use, reproduction, or disclosure of the Product(s). No other license terms or conditions shall apply unless expressly agreed in writing by LATITUDE and Licensee. The Software source code is unpublished and all rights to the Product(s) are reserved under international and national copyright laws. In the event any court, arbitrator, or board holds that the Licensee has greater rights to any portion of the Product(s) under applicable public procurement law, such rights shall extend only to the portions affected. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in FAR 52.227-19 (June 1987), FAR 52.227-14 (ALT III) (June 1987), DFARS 252.227-7015 (Nov 1995), or NFS 1852.227-86

(December 1987), or the local, state, or foreign equivalent, as applicable. The owner or authorized licensor is Latitude Geographics Group Ltd., 300-1117 Wharf Street, Victoria, British Columbia, Canada V8W 1T7.

#### **11.10 Governing Law, Arbitration**

- a. *Licensees in Canada and the United States of America, Its Territories, and Outlying Areas*—This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia without reference to its conflict of laws principles. Except as provided in Article 11.8, any dispute arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the Canadian Commercial Arbitration Centre (in Canada) or the American Arbitration Association (in the US) under their respective Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered into a court of competent jurisdiction. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C 601-613), in lieu of the Arbitration provisions of this clause.
- b. *All Other Licensees*— Except as provided in Article 11.8, any dispute arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be at Vancouver, British Columbia, Canada.
- c. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- d. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

#### **11.11 Maintenance and Technical Support**

- a. Maintenance for qualifying Products and technical support services ordered directly from LATITUDE will be provided in accordance with Latitude's Maintenance and Technical Support Policy (L400) available at [www.geocortex.com/legal](http://www.geocortex.com/legal), which LATITUDE, in its sole discretion, may revise from time to time.
- b. Maintenance for qualifying Products and technical support services ordered directly from a LATITUDE authorized distributor will be provided in accordance with the distributor's then current standard maintenance program policy or Latitude's L400, as indicated by the distributor.

**11.12 Entire Agreement**—This Agreement, including its incorporated documents, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be accepted by an authorized representative of each party.

**EXHIBIT 1**  
**SCOPE OF USE**  
(L300 10/2017)

The scope of use for each LATITUDE Software identified below is described in the applicable footnotes listed in parentheses.

- Geocortex Essentials Standard Edition (1, 2, 3, 5 or 11, 6, 7, 8, 12)
  - Geocortex Essentials Starter Kit Edition (1, 4, 6, 8, 11)
  - Geocortex Essentials Developer Seat (1, 6)
  - Geocortex Analytics (5 or 11, 6, 7, 8,12)
  - Geocortex Perspective (5, 6, 7, 8, 12, 14)
  - Geocortex Decision Support (5, 6, 7, 8, 12)
  - Geocortex Technology Developer Network [GTDN] Subscription (5, 6, 9)
  - Geocortex Workflow 5 (5, 15)
1. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
  2. "Staging Server License." Licensee may use and install the Software for the following purposes; user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data update, and training activities.
  3. "Deployment Server License." Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
  4. "Single Application License." Licensee may install and use the Software or Data for one (1) web-GIS application serving multiple users on the same or other computer(s). An Application is defined as a discrete web-GIS viewer with a specific URL.
  5. "Term License." Licensee may use the subscription(s), Software, Online Services and Data for a limited time period or while Licensee has available service credits to use the subscription(s), Software, Online Services, and Data. When the license term, subscription, or service credits, expire, licensee must either stop using the subscription(s), Software, Online Services, and Data, or renew or extend the license upon payment of applicable fees.
  6. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
  7. The administrative tools for the Software may be copied and redistributed throughout the Licensee's organization.
  8. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other site is operational.
  9. GTDN Software, Online Services, and Data may only be used by up to three (3) named developers per subscription at an installation location solely for the purposes of research, development, testing, and demonstration of a prototype application. GTDN Software and Data may be installed on multiple computers for use by any named GTDN developer.

10. Remove reference to “real-time emergency response, real-time terrorism prevention or response” in Article 6.3 of Latitude Master License Agreement.
11. “Perpetual License”. Licensee may use the Software, for which applicable license fees have been paid, indefinitely.
12. “Named User”. The Software is licensed based on the associated number of ArcGIS named users deployed by Licensee.
13. Reserved.
14. The Software, Data, Online Services, and Documentation are not designed, manufactured, or intended for sale, resale or use in visualizing and/or modelling the interior characteristics of a drilled hole or borehole, including the openhole or uncased portion of an oil or gas well, and may not be used for this purpose. Visualizing and/or modelling the well location and/or resultant finalized well is acceptable.
15. Not for Commercial ASP Use.