



Sanborn End-User License Agreement

NOTICE - READ BEFORE OPENING THIS PACKAGE

CAREFULLY READ THE TERMS AND CONDITIONS OF THE END-USER LICENSE ON THE REVERSE OF THIS CERTIFICATE BEFORE OPENING THIS PACKAGE. OPENING THIS PACKAGE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS END-USER LICENSE, PROMPTLY RETURN THIS PACKAGE UNOPENED TO THE SANBORN MAP COMPANY, INC. AT 1935 JAMBOREE DRIVE, SUITE 100, COLORADO SPRINGS, CO 80920.

BEFORE OPENING THIS PACKAGE PLEASE CAREFULLY READ THE TERMS OF THIS AGREEMENT.

IF YOU AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE OPEN THE PACKAGE AND INSTALL THE PRODUCTS, AND YOU WILL BE GRANTED A LICENSE TO USE THE PRODUCTS AS SET FORTH BELOW.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DO NOT OPEN THE PACKAGE, DO NOT INSTALL THE PRODUCTS AND PROMPTLY RETURN THE PRODUCTS TO THE SANBORN MAP COMPANY.

UNLICENSED USE OF THE PRODUCTS IS A VIOLATION OF LAW, INCLUDING WITHOUT LIMITATION, THE U.S. AND INTERNATIONAL COPYRIGHT LAWS.

End-User License Agreement

The Sanborn Map Company, Inc. ("Sanborn") grants a non-exclusive, non-transferable license to you to install, download, use, copy or transmit Sanborn Data and Products, including any services, documentation, data and information you receive in connection therewith (the "Products") on the express condition that you agree to the terms and conditions of the license as set forth below (the "Agreement"):

1. License Granted

(a) The License granted by this Agreement provides for the following uses depending upon the fee you pay to Sanborn:

i. **Demonstration License:** The Products are licensed for evaluation purposes only and no research and development, value added resale or manufacturing or commercial use is permitted. The Demonstration license is granted for the computer system(s) and access environment and the period of time as shown on the transmittal documentation accompanying the Products.

ii. **Single Use License:** Permits access to, or delivery or transmission of the Products to or from your computer system on a per user license arrangement at the address set forth on an attached or corresponding purchase order or contract.

iii. **Site License:** Permits access to, or delivery or transmission of the Products to or from your computer system on a per user license arrangement or to or from your local area network for an unlimited number of users at the address set forth on an attached or corresponding purchase order or contract.

iv. **Multi-Agency License:** Permits access to, or delivery or transmission of the Products to or from your computer system on a per user license arrangement or to or from your local area network for an unlimited number of users, or shared among named agencies or organizations at the address(s) set forth on an attached or corresponding purchase order or contract.

v. **Enterprise License:** Permits access to, or delivery or transmission of the Products to or from your computer system for an unlimited number of users within a designated geographic area or market segment as defined in the corresponding purchase order or contract. Enterprise licenses to agencies of the United States government are unrestricted. Such license may be accompanied, as appropriate by a Value Added Reseller (VAR) or Value Added Manufacturer (VAM) agreements and outlines any exceptions to the permitted or prohibited uses if the VAR or VAM is exercised.

vi. **University or Educational License:** Permits access to, or delivery or transmission of the Products to or from your computer system on a per user license arrangement or to or from your local area network for an unlimited number of users, for the purpose of study or research that is undertaken solely in the furtherance of education and not for commercial purposes, at the address set forth on an attached or corresponding purchase order or contract.

(b) This Agreement is subject to Sanborn's agreements with its data suppliers, as may be imposed or modified from time to time. Any data available to you under this Agreement that is provided to Sanborn by third party data suppliers is expressly conditioned on Sanborn's agreements with such data suppliers. Sanborn shall cease delivery of such data to you upon termination of the license granted by such data suppliers to Sanborn to distribute such data.

2. No Warranties

DISCLAIMER. SANBORN OFFERS A LIMITED, 90 DAY WARRANTY THAT ALL PRODUCTS PURCHASED ARE COMPLETE AS PER THE SHIPPING MANIFEST AND SUBSTANTIALLY CONFORM TO THE PUBLISHED PRODUCT SPECIFICATIONS. SANBORN MAKES NO WARRANTIES AS TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL SANBORN BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MANUFACTURE, SALE OR SUPPLY OF THE PRODUCTS WHETHER OR NOT SANBORN HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

3. Limitation on Liability

(a) The Products provided hereunder are 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 Products, 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 Products. Sanborn, at its option and expense, may either (a) replace the Products, or (b) refund the purchase price you paid upon receipt of the Products.

(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 Products 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 Products 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, except as expressly permitted under this Agreement.

5. Copyright

(a) You understand and acknowledge that the Products are a copyright of Sanborn and you agree that you will insure that all copies of the Products, 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 Products and advertising must, minimally, be accompanied by the following copyright and credit statements: © The Sanborn Map Company, Inc. 2008. All Rights Reserved.

6. Limitations on Use of Products

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

(b) You agree to use the Products solely for your internal use and benefit and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or organization, except as permitted in subsection 6(c) below.

(c) Use of the Products is limited to use by you depending on the type of license granted, temporarily on another computer system while the your computer is inoperative, or on a replacement computer system upon advance written consent by Sanborn. The information and data contained in the Products, or any portion thereof (the "Data"), may not be transferred to or used on any other computer system except for as provided above. 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 Products from which they were derived, combined or revised. You may make an unlimited number of print and internet display copies of the Products for use outside your organization, provided that: (1) all copies include the copyright notice prominently displayed in or adjacent to the Products; (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 individuals or organizations located outside of the licensed entity; and (4) you may display Product data on the Internet in JPEG format that is non-geo-referenced and degraded from its original form. Other than Hard Copy Redistribution no other redistribution of the Data is permitted unless first approved by Sanborn.

(d) You shall not use the Products for any unlawful purpose.

(e) If the product being licensed is the CitySets® Product (including imagery, building models, etc), it may not be used in any market sectors in the insurance industry or financial services field, other than the insurance market subsector of title insurance.

(f) You are specifically prohibited from charging, or requesting donations, for any copies of or derivative works of the Products, however made, and from distributing such copies with other products of any kind, commercial or otherwise, without prior written permission from Sanborn.

(g) You may post at full resolution on the web under the following conditions: The Product 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 product as a standalone file.

7. Intellectual Property

Sanborn retains and will hold all ownership rights in all intellectual property embodied in the Products including without limitation all trademarks, trade names, copyrights, service marks, source code, object code, documentation or data contained in the Products, the Products themselves 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 Products.

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 Products.

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 Products 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 Products 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.**End-User License Agreement**

Signature: _____

Name (please print): _____

Organization: _____

Date: _____