

## **SUB-LICENSING PROCEDURES for LAR-IAC Pictometry Data**

When a LAR-IAC Participant would like to give an Authorized Contractor access to their LAR-IAC Pictometry data, the following steps must be taken (roughly in the given order):

- Authorized Contractor shall complete the Pictometry sub-licensing Agreement and Invoice and submit it back to the LAR-IAC Participant
- LAR-IAC Participant shall sign the Invoice, and then forward it, along with the Agreement, to [Mike Horan](#) of Pictometry
- Pictometry shall sign the Agreement, and then send it back to the LAR-IAC Participant, where it shall be kept on file for the duration of the Agreement
- LAR-IAC Participant shall provide the EFS software and the imagery to the Authorized Contractor
- Pictometry shall provide the license file for EFS to the Authorized Contractor

Enclosed are the Agreement form and Invoice to be filled out. A sample completed form has also been provided.

# PICTOMETRY INTERNATIONAL CORP. SOFTWARE LICENSE TERMS AND CONDITIONS

THIS AGREEMENT is made as of the date set forth below (the "Effective Date") by and between Pictometry International, Corp., a Delaware company with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 ("Pictometry"), and [AUTHORIZED CONTRACTOR](#) with offices located at [12345 MAIN STREET, SUITE 123, CALIFORNIA, CA 12345](#), who is an authorized contractor to a LAR-IAC Participant (the "Licensee").

For valuable consideration and intending to be legally bound, Pictometry and the Licensee (each a "party") hereby agree:

## 1. ARTICLE - INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

- 1.1 **Licensed Products.** The parties acknowledge and agree that Pictometry shall have and retain sole and exclusive ownership and all right, title, and interest in and to any Licensed Software, Licensed Metadata, Licensed DEM and Licensed Documentation provided under this Agreement, and Licensee will never assert or claim any interest in the Licensed Products. All indications of Pictometry's ownership (logo, trademark, etc) shall remain on all Licensed Products. Licensee will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service.
- 1.2 **Electronic Publishing.** Licensee is prohibited from publishing in any way (including by making available on the Internet or World Wide Web or any other general access electronic network) any Licensed Product. This paragraph does not prevent the publishing of Licensed Products on Licensee controlled, limited access networks.
- 1.3 **Confidentiality of Licensed Products.** The Licensed Products are treated by Pictometry as confidential and contain substantial trade secrets of Pictometry. Licensee agrees that it will not disclose, provide a copy of, or disseminate the Licensed Products or any part thereof to any person who does not need to obtain access thereto consistent with Licensee's rights and obligations under this Agreement. Licensee understands that Pictometry does not disclose source code and Licensee shall not "unlock" or "reverse engineer" any part of the Licensed Software.

## 2. ARTICLE - GENERAL

- 2.1 **Licensed Products.** This Agreement pertains to the particular copies of the Software listed in Schedule A (the "Licensed Software") and Image Libraries listed in Schedule A (the "Licensed Images"), all of which are together referred to as the "Licensed Products".
- 2.2 **System Installation.** Pictometry shall provide a copy of the Licensed Products on Licensee's storage media and assist Licensee with installation. onto computers/servers that will satisfy the minimum system requirements set forth on Schedule A.

## 3. ARTICLE - GRANT OF LICENSE

- 3.1 **License Grant, Uses and Certain Fees.** Licensee hereby accepts, a nonexclusive, nontransferable, limited license (the "License") for the following:
  - (a) **Installation.** To install the Licensed Products on workstations under the control of and used by the Licensee. None of the Licensed Products shall be accessed except through such designated Licensee workstations.
  - (b) **Uses.** To use the Licensed Products in the conduct of the public business of the LAR-IAC participant for which has contracted with Licensee to preform this business.
- 3.2 **Limitations on License.** Licensee agrees: (a) that the Licensee may not copy, download, store, publish, transmit, transfer, sell, or otherwise install or use the Licensed Products in any form or by any means, except as expressly permitted by this Agreement or with Pictometry's written permission. Licensee agrees that it will deliver to all users of Licensed Products, all such disclaimers and other information from Pictometry to assist those persons in understanding the limitations on the accuracy of the information developed through the Licensed Products.

## 4. LICENSE FEES

- 4.1 **License Fees.** In consideration for the License, and subject to the other terms and conditions of this Agreement, the Licensee hereby agrees to pay to Pictometry the fees described on Schedule A (altogether the "License Fees"). Any tax, including sales tax, is in addition to the License Fees and is the responsibility of the Licensee unless documentation of tax exemption is provided to Pictometry.

## 5. ARTICLE - OBLIGATIONS OF LICENSEE

- 5.1 **Notification.** Licensee will notify Pictometry, in writing of any claim or proceeding involving any of the Licensed Products within ten (10) days after Licensee learns of the claim or proceeding and report promptly to Pictometry all claimed or suspected defects in any Licensed Product.

## 6. ASSIGNMENT

- 6.1 **General.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. This License shall not be assignable by Licensee.

## 7. DURATION AND TERMINATION OF LICENSE

- 7.1 **Term.** The term of this Agreement is as indicated on the attached Schedule A.
- 7.2 **Termination for Cause.** This Agreement may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this Agreement and if that other party has failed to cure that failure or breach within thirty (30) days after receipt of written notice thereof from the other party.
- 7.3 **Effect of Termination.** Upon termination of this Agreement, Licensee shall immediately cease any and all further use of the Licensed Products, shall purge all copies of the Licensed Products from all computers and workstations and and return all Licensed Products to Pictometry. Within thirty (30) days of the date of termination of this Agreement, Licensee shall also pay Pictometry all amounts due hereunder if termination is due to breach by Licensee. The provisions of Articles 1, 5 and 8 of this Agreement shall survive any termination of this Agreement.

## 8. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; LIMITED REMEDIES

- 8.1 **Limited Warranties.** Pictometry warrants that the Licensed Products provided by to Licensee pursuant to this Agreement will be true and usable copies as of the date of installation. Upon notice to Pictometry of any breach of this warranty Pictometry will use its reasonable efforts to correct the problem so as to allow the Licensed Products to be usable for the general purposes intended. The foregoing warranty is the sole and exclusive warranty that Pictometry makes with respect to the Licensed Products, and the remedies set forth above are the sole and exclusive remedies for breach of those warranties.
- 8.2 **Disclaimer of Other Warranties.** Except as provided in Section 8.1 above, EACH OF THE LICENSED PRODUCTS IS PROVIDED TO LICENSEE "AS IS" AND "WITH ALL FAULTS" PICTOMETRY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 8.3 **Limitations and Exclusions of Remedies.** The respective remedies set forth in Section 8.1 are the sole and exclusive remedies provided for breach of the warranties given. With respect to any other claims that Licensee may have at any time against Pictometry on any matter relating to this Agreement, or the installation, operation, design, distribution, or use of the Licensed Products, the total liability of Pictometry shall in the aggregate be limited to the aggregate amounts of money that Licensee has paid to Pictometry under this Agreement. In addition, because of scheduling and other considerations in preparing

current Licensed Products, Pictometry cannot assure delivery of the Licensed Products on a specified delivery date, and Pictometry shall not be liable for any such late delivery except in a case of its gross negligence or willful misconduct. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED PRODUCTS (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR BY ITS CUSTOMERS OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. GENERAL

- 9.1 **Entire Agreement.** This Agreement, which includes any attached Schedules, contains the entire agreement between the parties and supersedes all written or oral agreements, descriptions, representations, and understandings with respect to the subject matter hereof. Where differences occur between the main body of the Agreement and attached Schedules, the Schedules shall supersede the Agreement. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party.
- 9.2 **Rights of Others.** This Agreement is solely intended to provide rights to and be enforceable by Pictometry and Licensee (including its Authorized Subdivisions). No other person shall acquire or enforce any rights or any representations or warranties given under this Agreement.
- 9.3 **Waiver.** The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- 9.4 **Notices.** All notices and demands hereunder shall be in writing and shall be delivered by personal service, mail, or confirmed facsimile transmission at the address of the receiving party set forth below. All notices or demands by mail shall be sent by certified or registered United States mail, return receipt requested, and shall be deemed complete upon receipt.

**If to Licensee:**

Company: [Authorized Contractor](#)  
Address: [12345 Main Street](#)  
[Suite 123](#)  
Attention: [John Doe](#)  
Email: [name@domain.com](mailto:name@domain.com)  
Phone: [\(123\) 456-7890](tel:(123)456-7890) Fax: [\(123\) 456-1234](tel:(123)456-1234)

**If to Pictometry:**

Company: Pictometry International, Corp.  
Address: 100 Town Centre Drive, Suite A  
Rochester, NY 14623  
Attention: Michael J. Neary  
Email: [mike.neary@pictometry.com](mailto:mike.neary@pictometry.com)  
Phone: (585) 486-0093 Fax: (585) 486-0098

- 9.5 **Export Control.** Licensee agrees to comply fully with the export laws and regulations of the United States Government with respect to the Licensed Products supplied by Pictometry. Accordingly, Licensee agrees that all technical data, software, or other information or assistance (other than publicly available information) furnished by Pictometry, and any product thereof, shall not be re-exported by Licensee, or its authorized transferees, if any, directly or indirectly from the United States unless explicitly permitted by U.S. export control laws and regulations. These obligations of the Licensee shall survive any satisfaction, termination, or discharge of this Agreement.
- 9.6 **Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
- 9.7 **Force Majeure.** Pictometry shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, terrorism, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor, or materials. In the event of any such delay, Pictometry may defer the delivery of Licensed Products for a period equal to the time of the delay.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the latest of the signature dates specified below.

Licensee: [Authorized Contractor](#)  
By: signature  
Name: [John Doe](#)  
Title: [Consultant](#)  
Address: [12345 Main Street](#)  
[Suite123](#)  
Date: [12/3/07](#)

PICTOMETRY INTERNATIONAL, Corp.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 100 Town Centre Drive, Suite A  
Rochester, NY 14623  
Date: \_\_\_\_\_

**Note:** This document to be kept on file by the LAR-IAC Participant for the duration of the contract.

**Attachment:** Schedule A – Software Order Form (must be signed and dated by LAR-IAC Participant)



**LICENSED SOFTWARE  
SCHEDULE A (RR)**

100 Town Centre Drive, Suite A Rochester NY 14623  
Phone 585.486.0093 Fax 585.486.0098

|           |                               |
|-----------|-------------------------------|
| DATE      | QUOTE #                       |
| 12/3/2007 | date & salesperson's initials |

|  |
|--|
| SHIP TO  |
| AUTHORIZED CONTRACTOR<br>JOHN DOE<br>12345 MAIN STREET<br>SUITE 123<br>CALIFORNIA, CA 12345-6789 |

| P.O. Number   | Customer ID  | REP   | SHIP       | TERM OF LICENSE | PROJECT |
|---|--------------|---|------------|-----------------|---------|
| PO #  | COUNTY,STATE | SALES INITIALS  | Pictometry | One Year        |         |
| QUANTITY  | ITEM CODE    | DESCRIPTION   |            | PRICE EACH      | AMOUNT  |
| 1   | SEATS OF EFS | EFS Software License - Enterprise-wide - includes maintenance, upgrades and support for a term of 1 year. |            | 0.00            | 0.00    |
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| Payment due on delivery<br>LAR-IAC Participant Approval:<br><i>LAR-IAC Participant signature</i> 12/3/2007<br>Signature/Date<br>Printed Name: LAR-IAC Participant contact |              |   |            |                 |         |
| Thank you for choosing Pictometry as your service provider. (07-04-01-RR)   |              |   |            | <b>Total</b>    | \$ -    |

**SOFTWARE LICENSE AGREEMENT ATTACHED**

EFS Software: Pictometry International Corp. shall supply to Licensee Electronic Field Study (EFS) software (current version). Licensee and Authorized Users may download updated versions of the Licensed Software free of charge for the term of the this License, along with a copy of the updated documentation.

Recommended Minimum System Requirements for Electronic Field Study. A Pentium III with a 450 MHz processor, 128MB memory minimum 256MB+ recommended, Windows NT/2000/XP, a video card with 4 MB memory capable of 1024 x 768 resolution, 100MB NIC and 50MB free disk space for software.

# PICTOMETRY INTERNATIONAL CORP. SOFTWARE LICENSE TERMS AND CONDITIONS

THIS AGREEMENT is made as of the date set forth below (the "Effective Date") by and between Pictometry International, Corp., a Delaware company with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 ("Pictometry"), and \_\_\_\_\_ with offices located at \_\_\_\_\_, who is an authorized contractor to a LAR-IAC Participant (the "Licensee").

For valuable consideration and intending to be legally bound, Pictometry and the Licensee (each a "party") hereby agree:

## 1. ARTICLE - INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

- 1.1 **Licensed Products.** The parties acknowledge and agree that Pictometry shall have and retain sole and exclusive ownership and all right, title, and interest in and to any Licensed Software, Licensed Metadata, Licensed DEM and Licensed Documentation provided under this Agreement, and Licensee will never assert or claim any interest in the Licensed Products. All indications of Pictometry's ownership (logo, trademark, etc) shall remain on all Licensed Products. Licensee will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service.
- 1.2 **Electronic Publishing.** Licensee is prohibited from publishing in any way (including by making available on the Internet or World Wide Web or any other general access electronic network) any Licensed Product. This paragraph does not prevent the publishing of Licensed Products on Licensee controlled, limited access networks.
- 1.3 **Confidentiality of Licensed Products.** The Licensed Products are treated by Pictometry as confidential and contain substantial trade secrets of Pictometry. Licensee agrees that it will not disclose, provide a copy of, or disseminate the Licensed Products or any part thereof to any person who does not need to obtain access thereto consistent with Licensee's rights and obligations under this Agreement. Licensee understands that Pictometry does not disclose source code and Licensee shall not "unlock" or "reverse engineer" any part of the Licensed Software.

## 2. ARTICLE - GENERAL

- 2.1 **Licensed Products.** This Agreement pertains to the particular copies of the Software listed in Schedule A (the "Licensed Software") and Image Libraries listed in Schedule A (the "Licensed Images"), all of which are together referred to as the "Licensed Products".
- 2.2 **System Installation.** Pictometry shall provide a copy of the Licensed Products on Licensee's storage media and assist Licensee with installation. onto computers/servers that will satisfy the minimum system requirements set forth on Schedule A.

## 3. ARTICLE - GRANT OF LICENSE

- 3.1 **License Grant, Uses and Certain Fees.** Licensee hereby accepts, a nonexclusive, nontransferable, limited license (the "License") for the following:
  - (a) **Installation.** To install the Licensed Products on workstations under the control of and used by the Licensee. None of the Licensed Products shall be accessed except through such designated Licensee workstations.
  - (b) **Uses.** To use the Licensed Products in the conduct of the public business of the LAR-IAC participant for which has contracted with Licensee to preform this business.
- 3.2 **Limitations on License.** Licensee agrees: (a) that the Licensee may not copy, download, store, publish, transmit, transfer, sell, or otherwise install or use the Licensed Products in any form or by any means, except as expressly permitted by this Agreement or with Pictometry's written permission. Licensee agrees that it will deliver to all users of Licensed Products, all such disclaimers and other information from Pictometry to assist those persons in understanding the limitations on the accuracy of the information developed through the Licensed Products.

## 4. LICENSE FEES

- 4.1 **License Fees.** In consideration for the License, and subject to the other terms and conditions of this Agreement, the Licensee hereby agrees to pay to Pictometry the fees described on Schedule A (altogether the "License Fees"). Any tax, including sales tax, is in addition to the License Fees and is the responsibility of the Licensee unless documentation of tax exemption is provided to Pictometry.

## 5. ARTICLE - OBLIGATIONS OF LICENSEE

- 5.1 **Notification.** Licensee will notify Pictometry, in writing of any claim or proceeding involving any of the Licensed Products within ten (10) days after Licensee learns of the claim or proceeding and report promptly to Pictometry all claimed or suspected defects in any Licensed Product.

## 6. ASSIGNMENT

- 6.1 **General.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. This License shall not be assignable by Licensee.

## 7. DURATION AND TERMINATION OF LICENSE

- 7.1 **Term.** The term of this Agreement is as indicated on the attached Schedule A.
- 7.2 **Termination for Cause.** This Agreement may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this Agreement and if that other party has failed to cure that failure or breach within thirty (30) days after receipt of written notice thereof from the other party.
- 7.3 **Effect of Termination.** Upon termination of this Agreement, Licensee shall immediately cease any and all further use of the Licensed Products, shall purge all copies of the Licensed Products from all computers and workstations and return all Licensed Products to Pictometry. Within thirty (30) days of the date of termination of this Agreement, Licensee shall also pay Pictometry all amounts due hereunder if termination is due to breach by Licensee. The provisions of Articles 1, 5 and 8 of this Agreement shall survive any termination of this Agreement.

## 8. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; LIMITED REMEDIES

- 8.1 **Limited Warranties.** Pictometry warrants that the Licensed Products provided by to Licensee pursuant to this Agreement will be true and usable copies as of the date of installation. Upon notice to Pictometry of any breach of this warranty Pictometry will use its reasonable efforts to correct the problem so as to allow the Licensed Products to be usable for the general purposes intended. The foregoing warranty is the sole and exclusive warranty that Pictometry makes with respect to the Licensed Products, and the remedies set forth above are the sole and exclusive remedies for breach of those warranties.
- 8.2 **Disclaimer of Other Warranties.** Except as provided in Section 8.1 above, EACH OF THE LICENSED PRODUCTS IS PROVIDED TO LICENSEE "AS IS" AND "WITH ALL FAULTS" PICTOMETRY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 8.3 **Limitations and Exclusions of Remedies.** The respective remedies set forth in Section 8.1 are the sole and exclusive remedies provided for breach of the warranties given. With respect to any other claims that Licensee may have at any time against Pictometry on any matter relating to this Agreement, or the installation, operation, design, distribution, or use of the Licensed Products, the total liability of Pictometry shall in the aggregate be limited to the aggregate amounts of money that Licensee has paid to Pictometry under this Agreement. In addition, because of scheduling and other considerations in preparing

current Licensed Products, Pictometry cannot assure delivery of the Licensed Products on a specified delivery date, and Pictometry shall not be liable for any such late delivery except in a case of its gross negligence or willful misconduct. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED PRODUCTS (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR BY ITS CUSTOMERS OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. GENERAL

- 9.1 **Entire Agreement.** This Agreement, which includes any attached Schedules, contains the entire agreement between the parties and supersedes all written or oral agreements, descriptions, representations, and understandings with respect to the subject matter hereof. Where differences occur between the main body of the Agreement and attached Schedules, the Schedules shall supersede the Agreement. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party.
- 9.2 **Rights of Others.** This Agreement is solely intended to provide rights to and be enforceable by Pictometry and Licensee (including its Authorized Subdivisions). No other person shall acquire or enforce any rights or any representations or warranties given under this Agreement.
- 9.3 **Waiver.** The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- 9.4 **Notices.** All notices and demands hereunder shall be in writing and shall be delivered by personal service, mail, or confirmed facsimile transmission at the address of the receiving party set forth below. All notices or demands by mail shall be sent by certified or registered United States mail, return receipt requested, and shall be deemed complete upon receipt.

**If to Licensee:**

Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**If to Pictometry:**

Company: Pictometry International, Corp.  
 Address: 100 Town Centre Drive, Suite A  
 Rochester, NY 14623  
 Attention: Michael J. Neary  
 Email: [mike.neary@pictometry.com](mailto:mike.neary@pictometry.com)  
 Phone: (585) 486-0093 Fax: (585) 486-0098

- 9.5 **Export Control.** Licensee agrees to comply fully with the export laws and regulations of the United States Government with respect to the Licensed Products supplied by Pictometry. Accordingly, Licensee agrees that all technical data, software, or other information or assistance (other than publicly available information) furnished by Pictometry, and any product thereof, shall not be re-exported by Licensee, or its authorized transferees, if any, directly or indirectly from the United States unless explicitly permitted by U.S. export control laws and regulations. These obligations of the Licensee shall survive any satisfaction, termination, or discharge of this Agreement.
- 9.6 **Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
- 9.7 **Force Majeure.** Pictometry shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, terrorism, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor, or materials. In the event of any such delay, Pictometry may defer the delivery of Licensed Products for a period equal to the time of the delay.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the latest of the signature dates specified below.

Licensee: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

**PICTOMETRY INTERNATIONAL, Corp.**  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: 100 Town Centre Drive, Suite A  
 Rochester, NY 14623  
 Date: \_\_\_\_\_

**Note:** This document to be kept on file by the LAR-IAC Participant for the duration of the contract.

**Attachment:** Schedule A – Software Order Form (must be signed and dated by LAR-IAC Participant)

