This License Agreement ("**Agreement**") is made and entered into as of date set forth in the order ("**Effective Date**") by and between Cyclomedia Technology, Inc. ("**Cyclomedia**"), a Delaware corporation with its principal place of business at 8215 Greenway Blvd., Suite 300 Middleton, WI 53562 (USA), and the Ordering Activity under GSA Schedule contracts identified in the order or Statement of Work("**Customer**")

GENERAL TERMS AND CONDITIONS OF CYCLOMEDIA TECHNOLOGY, INC.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY MATERIALLY AFFECT THE PARTIES' OBLIGATIONS. CYCLOMEDIA TECHNOLOGY, INC. WILL ACCEPT ORDERS AND DO BUSINESS ONLY ON THE TERMS AND CONDITIONS BELOW.

1. **ENTIRE AGREEMENT**. These terms and conditions ("**Terms**"), together with the GSA Multiple Award Schedule Contract into which this License Agreement is incorporated, the Service Schedules and Statement(s) of Work, contain all of the terms and conditions of the agreement between Cyclomedia and Customer for the services to be sold or provided to Customer, to the exclusion of any other statements and agreements, and to the exclusion of any terms and conditions incorporated in Customer's order or other documents of Customer. Cyclomedia's acceptance of Customer's order is expressly conditioned on Customer's acceptance of these Terms, and Customer, upon placing an order, accepts these Terms in their entirety without modification. If any of these Terms conflict with any of the terms of any Service Schedule or Statement of Work, or the Multiple Award Service Schedule Contract, the order of precedence will be determined in accordance with GSAR 552.212-4(s).

2. **DEFINITIONS.** In addition to terms defined in these Terms, the following terms will have the following meanings.

2.1 "**Authorized Users**" means those individuals authorized by Customer to access the Cyclomedia Offerings, as permitted by the applicable Service Schedule, and who have been supplied user identifications and passwords.

2.2 "**Cyclomedia Data**" means the data collected by the Cyclomedia Offerings, including statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to Cyclomedia Offerings, Image Material, Information Products and configuration settings.

2.3 "**Cyclomedia Offerings**" means the Services as defined in the applicable Service Schedule.

2.4 "**Cyclomedia Property**" means the Cyclomedia Offerings, Documentation, Image Material, Information Products, Cyclomedia Data, Cyclomedia's Marks (including without limitation "Cyclomedia"), Cyclomedia's Confidential Information, all Documentation or data provided by Cyclomedia to Customer under these Terms, and all corresponding intellectual property rights.

2.5 "**Customer Data**" means all data or information provided or submitted by Customer.

2.6 "**Customer Property**" means Customer Data, Customer's Marks, and Customer's Confidential Information and all corresponding intellectual property rights.

2.7 "**Documentation**" means the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation related to the Cyclomedia Offerings, in digital or printed form.

2.8 "**Image Material**" means the photographs taken from land, air, or water and digital seamless 360-degree photographs taken at street-level ("(Geo)Cycloramas") related to the Cyclomedia Offerings, in digital or printed form, including the associated metadata, and offered for use with the Software.

2.9 "**Information Products**" means the data, datasets and/or object information and/or change detection data related to the Cyclomedia Offerings in any form, including but not limited to LiDAR data, LiDAR point clouds, 3D data and data regarding objects in the public space, such as traffic signs, road markings, pedestrian ramps and light poles.

2.10 "**Marks**" means any trademarks, service marks and logos, whether registered or unregistered.

2.11 "**Statement of Work**" or "**SOW**" means the form signed by Customer that specifies the Services Customer is purchasing, in the form contained in Exhibit A.

2.12 "**Service(s)**" means the provision of Software, Image Material, Information Products, hosting and maintenance and professional services as described in a Service Schedule and specified in a Statement of Work.

2.13 "**Software**" means the object code version of the Cyclomedia software, whether such software is accessed remotely over the Internet or is provided on media to Customer for use on computing devices under the control of Customer.

2.14 "**Subscription Term**" means the term during which Services are made available to Customer over the Internet, as defined in a Statement of Work.

2.15 "**Third Party Technology**" means the object code version of software or other technology that is licensed by Cyclomedia or Customer from third parties, whether such software or technology is accessed remotely over the Internet or is provided on media for use on computing devices under the control of Cyclomedia or Customer, as applicable.

3. RESPONSIBILITIES.

3.1 Cyclomedia Responsibilities**.** Cyclomedia will perform the Services as described in the applicable Service Schedule, beginning on the date identified in each applicable Statement of Work.

3.2 Customer Responsibilities. Customer (i) will provide or upload sufficient Customer Data, in a suitable format, for Cyclomedia to provide the Services; (ii) will have suitable computing devices to be able to access the Cyclomedia Offerings; (iii) will not use the Cyclomedia Offerings for any inherently dangerous application or for an illegal activity; (iv) is solely responsible for backing up all Customer Data; (v) promptly will report to Cyclomedia any unauthorized use of the Cyclomedia Offerings; and (vi) will comply with all Customer requirements and use guidelines contained in the applicable Service Schedule ("**Use Guidelines**"). Customer shall allow each Authorized User access to the Services on a maximum of three computing devises.

3.3 User Names, Passwords and Compliance. Customer is responsible for keeping its user name(s) and password(s) confidential and secure, and limiting access to the Cyclomedia Offerings to its Authorized Users. Customer is solely responsible and liable for any activity that occurs under its account, including without limitation all actions of Authorized Users. Customer will notify Cyclomedia in writing within 3 days of Customer's discovery of any unauthorized use. CUSTOMER HAS SOLE RESPONSIBILITY FOR (I) ENSURING ITS OWN COMPLIANCE WITH ALL APPLICABLE LAWS OR REGULATIONS, AND (II) THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, AND APPROPRIATENESS OF ALL CUSTOMER DATA AND ACTIVITIES.

3.4 Cyclomedia Data Collection. The Cyclomedia Offerings may collect certain non-personally identifiable information that resides on Customer's computer system or is generated by Customer's use of the Cyclomedia Offerings, including, without limitation to, statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to the Cyclomedia Offerings, and configuration settings. This information may be used by Cyclomedia without restriction.

3.5 Subcontractors; Third Party Technology. Cyclomedia shall have the right to use or subcontract with third parties to provide the Cyclomedia Offerings; provided, however, that Cyclomedia is not released from responsibility for its obligations under these Terms. Cyclomedia shall have the right to use any Third Party Technology in the Cyclomedia Offerings, and such Third Party Technology incorporated in the Cyclomedia Offerings may be subject to the terms and conditions of the third party.

3.6 Delivery. Any delivery dates set forth in the applicable Statement of Works are estimates only and Cyclomedia reserves the right to readjust delivery dates without liability; provided, however, that Cyclomedia shall use commercially reasonable efforts to provide or deliver all Cyclomedia Offerings on or before any applicable delivery dates. Cyclomedia may provide or deliver any Cyclomedia Offerings in whole or in installments.

3.7 Change Orders. If either party wishes to change the scope or performance of the Cyclomedia Offerings, it will submit details of the requested change to the other in writing. Cyclomedia will, within a reasonable time after such request, provide a written estimate to Customer of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Cyclomedia Offerings arising from the change; (c) the likely effect of the change on the Cyclomedia Offerings; and (d) any other impact the change might have on the performance of these Terms. Promptly after receipt of the written estimate, the parties will negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party will be bound by any Change Order unless it is signed in accordance with Section 14.

3.8 Acceptance. In the event parties have not agreed on an acceptance procedure, the Cyclomedia Offerings are deemed accepted upon delivery. If an acceptance procedure has been agreed upon, the acceptance period shall amount to five (5) calendar days after delivery of the Cyclomedia Offerings or, if the parties have agreed in writing that Cyclomedia shall deliver the Cyclomedia Offerings in phases, after completion of the phase in question. In the event that parties have agreed to an acceptance period as set forth in this section, the Cyclomedia Offerings shall be deemed to have been accepted by the Customer when: a) Customer notifies Cyclomedia before the end of the acceptance period that the Cyclomedia Offerings are accepted; b) Customer makes use of any of the Cyclomedia Offerings in its work processes; or c) Cyclomedia has not within the acceptance period received a written notice from the Customer identifying specifically any basis for not approving the Cyclomedia Offerings. If the Customer does not accept the Cyclomedia Offerings, the Customer and Cyclomedia will draft a list of errors preventing acceptance and Cyclomedia will remedy these errors within a reasonable time. When Cyclomedia has not succeeded in remedying all errors within a reasonable period, parties will discuss any possible next steps.

4. FEES AND PAYMENT.

4.1 Payment. The fees related to the Cyclomedia Offerings are included in the Statement of Work. Cyclomedia or its Authorized reseller as applicable will invoice Customer for all payments, fees, and other costs due. All fees and costs are due in U.S. dollars and due and payable within thirty (30) days from the date of the invoice receipt date, unless the parties otherwise agree in writing. The Statement of Work may include an estimate of the quantity of Image Material and/or the Information Products to be provided and the fees related thereto which takes into account the provided Customer Data. The Customer is aware of this and Cyclomedia will inform the Customer thereof as fully as possible. If Customer reasonably and in good faith disputes any invoice, Customer will notify Cyclomedia in writing of its objection within 10 days from the date of Customer's receipt of the invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice that is not in dispute. Any undisputed amounts not paid within the period set forth in the applicable Statement of Work will bear interest at a rate equal to the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. Cyclomedia or its Authorized Reseller as applicable shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Customer will make payment in accordance with the Prompt Payment Act (31 USC 3903 and prompt payment regulations at 5 CFR Part 1315. Customer shall have no right to set off against amounts which may become payable to Customer under these Terms. Cyclomedia will apply all payments first to any unpaid costs and fees, then to any accrued and unpaid interest, and the balance to payments due under any invoices in inverse order of their dates.

4.2 Reserved. .

5. TERM; TERMINATION; CHANGES.

5.1 Term. These Terms continue until termination of the later of the last Subscription Term or completion of the Services provided under a Statement of Work (the "**Term**").

5.2 Termination for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Cyclomedia shall proceed

diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

5.3 Effect of Termination. Upon termination of these Terms or a Statement of Work, the parties will return or destroy any Confidential Information disclosed under these Terms. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to Cyclomedia prior to the effective date of termination. Cyclomedia will not refund any pre-paid Subscription fees unless Customer terminates for cause, in which case Cyclomedia will refund pre-paid fees for the remainder of a Subscription Term. The provisions of these Terms that should by their nature survive termination of these Terms will survive any termination.

5.4 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of the Services, the parties will negotiate appropriate changes to these Terms. If the parties cannot reach agreement within 30 days after Cyclomedia's notice requesting renegotiation: (a) Cyclomedia may, on a prospective basis after such 30 day period, pass any increased costs on to Customer; and (b) if Cyclomedia does so, Customer may terminate the affected Service on notice to Cyclomedia delivered within 30 days.

6. OWNERSHIP AND GRANT OF RIGHTS.

6.1 Cyclomedia Property. Title to and ownership of all intellectual property rights relating to the Cyclomedia Property will at all times remain with Cyclomedia, including all adaptations, modifications, derivative works, additions or extensions, whether made by Cyclomedia, Customer, or a third party.

6.2 Customer Data. As between Cyclomedia and Customer, all Customer Data is owned by Customer. Customer grants Cyclomedia a limited, non-exclusive right to use, access, duplicate, sublicense, and modify the Customer Data solely to perform its responsibilities under these Terms.

6.3 Grant of Rights. During each Subscription Term, Cyclomedia grants to Customer limited, non-exclusive, non-transferable, non-sub-licensable rights to access and use the Cyclomedia Offerings identified in the applicable Statement of Work. Each Service Schedule will specify any additional license rights granted to Customer. All other rights are reserved by Cyclomedia.

7. CONFIDENTIAL INFORMATION.

7.1 Definition of Confidential and Proprietary Information. "**Confidential Information**" means trade secret other non-public information of or concerning a party or its business, suppliers, customers, products, or services, disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"). Without limitation, the Cyclomedia Offerings and Cyclomedia Data are Cyclomedia Confidential Information and Customer Data are Customer Confidential Information. Information will not be considered to be Confidential Information to the extent that it (i) is already known to Receiving Party on a non-confidential basis when first obtained from Disclosing Party, (ii) is or becomes publicly known through no wrongful act of Receiving Party, (iii) is rightfully received by Receiving Party from a third party without restriction, or (iv) was independently developed by Receiving Party without use of any Confidential Information of Disclosing Party. Neither party will use or disclose any Confidential Information of the other party except as permitted by these Terms. Confidential Information of Disclosing Party will be maintained under secure conditions by Receiving Party using reasonable security measures and, in any event, not less than the same security measures used by Receiving Party for the protection of its own Confidential Information.

7.2 Compelled Disclosure. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it will, if possible, provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Cyclomedia recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

7.3 Reserved. .

8. LIMITED WARRANTY.

8.1 Cyclomedia Offerings. Cyclomedia warrants the Cyclomedia Offerings will operate in substantial conformity with the applicable Service Schedule and Documentation provided by Cyclomedia to Customer. In the event of any breach of the warranty in this Section, which must be reported in writing by Customer within five (5) calendar days after Customer discovers or reasonably should have discovered such breach, Customer's sole and exclusive remedy, and Cyclomedia's sole obligation, will be for Cyclomedia to correct the reported nonconformity within a commercially reasonable period, as may be further described in the applicable Service Schedule. The media on which Software is delivered is warranted for thirty (30) days following delivery.

8.2 Limitations. Cyclomedia does not make any warranty and is not responsible in any way for Third Party Technology or for loss of Customer Data. Customer acknowledges that communications and transactions conducted on-line may not be absolutely secure, that there may be system or Internet failure that limits Customer's accessibility to the Cyclomedia Offerings, and that on-line services are not guaranteed to be error-free. By using the Cyclomedia Offerings, Customer accepts all responsibility and risk associated with the use of the Cyclomedia Offerings and the Internet generally.

8.3 Disclaimer of All Other Warranties. THE EXPRESS WARRANTIES IN THESE TERMS ARE IN LIEU OF, AND CYCLOMEDIA DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), RELATED TO THESE TERMS, WHETHER ARISING BY LAW, CUSTOM OR USAGE IN THE TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CYCLOMEDIA OR A THIRD PARTY SOFTWARE SUPPLIER IS AWARE OF ANY SUCH PURPOSE). *CYCLOMEDIA MAKES NO REPRESENTATION OR WARRANTY THAT CUSTOMER'S USE OF THE CYCLOMEDIA OFFERINGS, OR ANY SERVICE OR THE CYCLOMEDIA SITE, WILL BE IN COMPLIANCE WITH ANY LAW OR REGULATION.*

9. LIMITATION OF LIABILITY.

9.1 Direct Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS) RELATED TO THESE TERMS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CYCLOMEDIA FOR ANY BREACH OF THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THESE TERMS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9.2 Limitation of Action. Except for actions for nonpayment or liability arising from Section 10, no claim, suit, action or proceeding relating to these Terms may be brought by either party more than 6 years after the cause of action has accrued.

10. CUSTOMER REPRESENTATIONS AND WARRANTIES.

10.1 Regulations. Customer represents and warrants that it is currently complying and will continue to comply with all requirements of laws and regulations applicable to Customer's use of the Cyclomedia Offerings, and all other applicable federal, state and local laws, regulations and guidelines, including but not limited to those relating to export control, anti-corruption, and anti-terrorism ("**Regulations**").

10.2 Reliance. In connection with the performance of the Services, the parties agree that Cyclomedia may rely upon the Customer Property. Customer represents and warrants that the Customer Property is complete and accurate. If any error results from incorrect Customer Property supplied by Customer, Customer shall

be responsible for discovering and reporting such error, and supplying the Customer Property necessary to correct such error by reprocessing at the earliest possible time.

11. **INDEMNIFICATION.**

11.1 Reserved.

11.2 Indemnification by Cyclomedia. Cyclomedia will indemnify, have the right to intervene to defend, and hold harmless Customer, its directors, officers, employees, and agents, against any Action against Customer solely to the extent that the Action is based on a claim that any Software infringes any United States copyright or misappropriates any trade secret. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. Cyclomedia will pay costs and damages finally awarded against Customer in any such Action, or those costs and damages agreed to in a monetary settlement of an Action. If the Software becomes, or in Cyclomedia's opinion is likely to become, the subject of an infringement or misappropriation claim, Cyclomedia may, at its option and expense, either: (i) procure for Customer the right to continue using the Software as part of the Cyclomedia Offerings, or (ii) replace or modify the Software so that it becomes non-infringing (provided any such replacement or modification does not materially degrade the Software's functionality as described in the then-current Documentation). Notwithstanding the foregoing, Cyclomedia will have no obligation with respect to any Third Party Technology or Customer Property or an infringement or misappropriation claim if the Software is being misused, used in violation of these Terms or any Regulations, used in nonconformance with the Documentation, or has been modified by Customer or any third party. Cyclomedia's obligations under this Section will constitute its sole and exclusive obligations and Customer's sole and exclusive remedy in the event that any claim or action is brought against Customer alleging that the Cyclomedia Offerings infringe, misappropriate, or otherwise violate the rights of any third party.

11.3 Notification and Cooperation. The obligations under this Section are conditioned on (a) the indemnified party notifying the indemnifying party promptly in writing of the commencement of any Action, (b) the indemnified party giving the indemnifying party sole control of the defense and any related settlement negotiations, and (c) the indemnified party cooperating with the indemnifying party in the defense.

12. **NON-SOLICITATION.** During the Term and for a period of 6 months following the termination or expiration of these Terms, Customer agrees not to solicit, nor attempt to solicit, the services of any employee or sub-contractor of Cyclomedia who provides services to Customer during the Term without prior written consent. Customer will not be in violation this Section if an employee or subcontractor of Cyclomedia responds to a public advertisement of an open position and is subsequently hired.

13. **CHOICE OF LAW; DISPUTE RESOLUTION.** These Terms will be interpreted and construed in accordance with the Federal laws of the United States, excluding conflict of laws provisions.

14. **RELATIONSHIP OF THE PARTIES.** The parties are independent contractors, and neither party has any power or authority, nor will it represent that it has any power or authority, to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name.

15. **GENERAL.** ***Assignment***. These Terms binds the parties' representatives, successors, and assigns, except that neither party may assign these Terms without the prior written consent of the other party. ***Notices***. Any written notice required to be given to a party will be given by personal delivery to that party, or mailed by registered or certified mail, return receipt requested, postage prepaid, to that party at that party's address on the Statement of Work. ***Force Majeure***. Except for the obligation to make payments, in accordance with 552.212-4(f), neither party will be liable for delays or breaches in its performance under these Terms due to causes beyond its reasonable control. ***Modifications; Severability; Waiver***. Any modification of these Terms will be effective only if in writing and signed by both parties. Any provision of these Terms that is held to be invalid, illegal or unenforceable will be severed from these Terms, and the remaining provisions will remain in full force and effect. No failure or delay by either party to exercise any right or remedy will be construed as a current or future waiver of such remedy or right. ***Counterparts.*** These Terms may be executed in any number of counterparts, each of which will be deemed an original, and all of which taken together will constitute one and the same instrument. Facsimile signatures, or other electronic signatures,

are binding and have the same effect as a handwritten signature.

In Witness Whereof, the parties have executed this Agreement.

Cyclomedia Technology, Inc.	
By:	By: Daniel Hooper
Print Name: Serge Lupas	Print Name: Daniel Hooper
Title: CEO	Title: CEO
Date: Dec 20, 2022	Date: Dec 20, 2022

SERVICE SCHEDULE

Street Smart Cloud - Software as a Service ("SaaS")

This Service Schedule applies in addition to the General Terms and Conditions ("**Terms**") to the provision of Street Smart Cloud, a secure, scalable service that includes the hosting and provision of Image Material, Information Products and Software.

1. Definitions. In addition to terms defined in the Terms, the following terms will have the following meanings:

1.1 "**Cyclomedia Site**" means the website provided by Cyclomedia to Customer so it may access Street Smart, Information Products and Image Material on a remote basis.

1.2 "**Subscription Fee**" means the annual fee for a Street Smart Cloud Subscription.

1.3 "**Subscription Start Date**" means the date that the Statement of Work is submitted or is otherwise identified on the Statement of Work.

1.4 "**Subscription Term**" means the period defined in the applicable Statement of Work.

1.5 "**System**" means the computers, servers and related equipment used by or on behalf of Cyclomedia to provide access to the Services.

2. Cyclomedia Responsibilities. Cyclomedia will provide access to the Cyclomedia Site as of the Subscription Start Date, respond to Service incidents, and host and maintain the Cyclomedia Site and Customer Data as set forth in this Schedule and the Terms. Cyclomedia will make reasonable efforts to make the Cyclomedia Site available to the Customer twenty-four hours a day, seven days a week.

3. Customer Responsibilities. Customer (i) will upload sufficient Customer Data, in a suitable format, for Cyclomedia to provide the Services; (ii) will have suitable computing devices to access the Cyclomedia Offerings; (iii) is solely responsible for providing adequate security of Customer's internal systems, Customer Data and for all third-party fees associated with provision of the Services; and (iv) will comply with all third party acceptable use policies related to Third Party Technology used to view the Image Material.

4. Use Guidelines. Customer will use the Services including any (downloaded) Image Material or Information Products and adaptions, modifications, derivative works, additions or extensions thereof, solely for its internal business purposes and the specific purposes agreed upon in writing and will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Services; (ii) attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, or other measures relating to the Cyclomedia Offerings; (iii) attempt to reverse engineer or decompile any component or element of the Cyclomedia Offerings, (iv) transfer to third parties or permit third parties to use Customer's user name and password or Cyclomedia Property, (v) disclose the Image Material or the Information Products or adaptions, modifications, derivative works, additions or extensions thereof to the public (including all conceivable Internet applications), (vi) systematically download the Image Material and/or the Information Products, (vii) use the Image Material and/or the Information Products for systematic extraction, inventory, annotation and/or change detection of (characteristics of) objects and 'points of interest' (hereinafter "Data Analysis") for commercial purposes of any nature whatsoever, including but not limited to renting, leasing, (sub)licensing, selling, alienating, pledging, transferring as security or under any title whatsoever and allowing third parties to use (the results of) the Data Analysis for any purpose whatsoever. (viii) use the System or the Services for any acts that are contrary to any applicable Regulations, or (ix) copy any Documentation other than is necessary for the purposes permitted under these Terms and for backup purposes, provided that Customer shall not remove any of Cyclomedia's Marks when copying such Documentation. Cyclomedia may immediately suspend all access to the Cyclomedia Site and disable all Authorized User logins in the event Cyclomedia reasonably suspects a misuse of the Services. If the Customer intends to use the Services including any (downloaded) Image Material or Information Products and adaptions, modifications, derivative works, additions or extensions thereof, for purposes other than those agreed upon pursuant to this Article, the Customer will request Cyclomedia in writing for its upfront approval of such intended purposes. Approval by Cyclomedia will be at her sole discretion, but shall not be unreasonably withheld. Upon reasonable notice to Customer, Cyclomedia may audit and inspect the use of the Services by the Customer in the event Cyclomedia reasonably suspects a misuse of the Services.

Customer will give Cyclomedia access to its facilities, offices, and any information needed by Cyclomedia to evaluate the use of the Services and Customer agrees to correct any deficiencies found during an audit at its expense.

5. Management of Services. Cyclomedia is at all times entitled to make changes in the log-in procedure. Cyclomedia will notify Customer about such changes as soon as possible. Without prior notice being required, Cyclomedia is entitled to discontinue the operation of the System and/or the Services temporarily or to restrict use to the extent this is reasonably necessary for maintenance purposes or for necessary adjustments to or improvements in the System and/or Services without the Customer or an Authorized User being entitled to claim any compensation from Cyclomedia.

6. Payment. Customer shall pay the agreed-upon Subscription Fee. Customer's obligation to payment of fees remains in full force and effect during any periods when the Services are inoperable.

7. Suspension of Service. Cyclomedia has the right to temporarily suspend, or otherwise restrict the Customer's use of the Services or the Software if such use (a) results in a failure or delay of any network or system of Cyclomedia or a third party, (b)reserved, or (c) if necessary or desirable for maintenance or improvement purposes. Cyclomedia is not liable for any Action arising from the suspension, termination, or restriction of the Services or access to the Services pursuant to this Section.

8. Effect of Termination. Customer has (30) days after the effective date of termination of this Agreement, or after the termination of a Statement of Work, to return or destroy any Confidential Information of Cyclomedia. Further, if Customer terminates the Service before the end of the Subscription Term, Customer will not be entitled to any refund of prepaid fees and any fees by owed by Customer are immediately due and payable.

9. Warranty. Cyclomedia warrants that the Cyclomedia Offerings will operate in substantial conformity with the Documentation. Cyclomedia does not guarantee that Customer's access to or use of the Cyclomedia Offerings will be uninterrupted or error-free.

INSERT EXHIBIT A STATEMENT OF WORK

IT Federal CMT License Agreement

Final Audit Report 2022-12-20

Created:	2022-12-20
By:	Susan V Mathews (smathews@cyclomedia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgq50JxRooi8zE7cH5zYP7919AIhVeAZ9

"IT Federal CMT License Agreement" History

Document created by Susan V Mathews (smathews@cyclomedia.com)
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