

# LICENSE AGREEMENT

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*IMPORTANT NOTICE -- READ CAREFULLY: This License Agreement for MapItFast and Strider Reporting ("AGREEMENT") is made and entered into by and between AgTerra Technologies, Inc., a Wyoming corporation with offices at 212 West Burkitt St, Sheridan, Wyoming 82801 ("AgTerra") and the Customer using the SOFTWARE ("SOFTWARE") and associated documentation ("PRODUCT") defined under this AGREEMENT ("LICENSE"). By accessing, downloading, installing, copying, or otherwise using the SOFTWARE, Customer agrees to be bound by the terms of this LICENSE. If Customer does not agree to the terms of this LICENSE, do not access, download, install or otherwise use the SOFTWARE.*

## RECITALS

Use of the MapItFast SOFTWARE and related Products require three elements: the SOFTWARE (including, but not limited to MapItFast, Strider Reporting, and optional plugins including SprayLogger, TrackItFast, SnapMapper and AgTrac); HARDWARE (including, but not limited to GPS devices, digital tablets, smartphones and dataloggers); and a computerized device with Internet access. The SOFTWARE is only licensed by AgTerra to Customer and the Other Users for use strictly in accordance with this document.

## 1. DEFINITIONS

1.1 **Appliance.** Appliance means the Product components used in combination or as a whole. This includes the mobile client, desktop Software, and/or web based applications.

1.2 **Customer.** Customer means the entity or individual that downloads and uses the software.

1.3 **Confidential Information.** Confidential Information means information disclosed by a party to the other party under this agreement that is marked as confidential or would normally be considered confidential under the circumstances.

1.4 **Customer Content.** Customer Content means content owned by, or lawfully licensed to, Customer. Customer Content may be located on servers that are owned and operated by Customer, or operated on Customer's behalf.

1.5 **Documentation.** Documentation means all manuals and any other instructions, specifications, documents or materials that describe the functionality, installation, use, or technical or other components of the Software.

1.6 **Export Control Laws.** Export Control Laws means all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the

International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State.

1.7 **Hardware.** Hardware means all electronic and non-electronic single-use or combined components required for the use of the Software that are designed, delivered and supported by AgTerra.

1.8 **High Risk Activities.** High Risk Activities means uses such as the operation of nuclear facilities, air traffic control or life support systems, where the failure of the Product could lead to death, personal injury, or environmental damage, but does not include Customer’s intended use.

1.9 **Intellectual Property Rights.** Intellectual Property Rights means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

1.10 **Other Users.** Other Users means Customer’s affiliates, agents, customers, contractors, or authorized end users.

1.11 **Product.** Product means AgTerra’s Software, AgTerra’s Hardware (where applicable) and Documentation used as a combined unit.

1.12 **Software.** Software means certain proprietary mobile, web-based and desktop computer programs of MapItFast, Strider Reporting and applicable plugins, add-ins, templates, forms, reports and other proprietary components used during the operation of the program.

## 2. GRANT OF LICENSE

2.1 **Rights and Limitations of Grant.** AgTerra hereby grants Customer the following non-exclusive, non-transferable right to use the SOFTWARE and associated HARDWARE (PRODUCT) from AgTerra, with the following limitations:

2.1.1 **Rights.** Customer may install, execute and run the SOFTWARE as it elects including the ability to: (a) generate and use Customer Content as may result from the use of the SOFTWARE; (b) prepare and use the PRODUCT for purposes of operation with other SOFTWARE or systems, hardware or system maintenance or repair, SOFTWARE, hardware or system testing, disaster recovery and backup and archiving; and (c) grant any and all such sublicenses as may be required for Other Users to make all uses of the PRODUCT permitted hereunder. The Customer may NOT simultaneously operate more than one instance of the MapItFast mobile or web application under a single user license. Licensed users are recognized by AgTerra to be single users directly associated within the organization whom have been provided their own unique credentials. At least one administrative license, with administrative permissions, is included with

ownership of the SOFTWARE for the purpose of sublicensing and administrating the SOFTWARE within the organization. Complete and accurate Documentation is included under this license.

2.1.2 **Limitations.** No Reverse Engineering. Customer may not reverse engineer, decompile, or disassemble any portion of the PRODUCT, nor attempt in any other manner to obtain the source code.

2.1.3 **Separation of Components.** The PRODUCT component parts may not be separated for use on more than one computer, nor otherwise used separately from the other parts.

2.1.4 **No Rental.** Customer may not rent or lease the PRODUCT to someone else.

2.2 **Restrictions.** Except as otherwise provided in this Agreement, Customer will not, and will not knowingly allow others to: (a) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the PRODUCT or any component thereof; (b) use the SOFTWARE against its license; (c) copy the SOFTWARE; (d) use the PRODUCT for High Risk Activities; (e) transfer, sublicense, loan, sell, lease or use for timesharing or service bureau purposes the PRODUCT or any component of the PRODUCT; or (f) remove or alter any brand features or other proprietary notices on or in the PRODUCT.

2.3 **Other Users.** Customer may allow Other Users to use the PRODUCT for the purposes authorized in this Agreement, and subject to the terms of this Agreement.

2.4 **Provision and Quality of Services.** AgTerra shall provide all PRODUCTS and related services hereunder in a timely, skillful, professional and workmanlike manner by qualified personnel exercising care, skill and diligence consistent with best practices in the industry, and will devote adequate resources to meet its obligations hereunder, in accordance with the terms and conditions of this Agreement and the Documentation.

2.5 **New Releases.** Throughout the license term, AgTerra shall provide Customer, at no additional charge, with all maintenance releases and new versions of the Products.

2.6 **Representations and Warranties.** AgTerra represents, warrants and covenants to Customer that: (a) it is the sole and exclusive legal and beneficial owner of the entire right, title and interest in and to the Products, including all intellectual property rights relating thereto; (b) it has and throughout the license term will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder; (c) when used by Customer or Other User, the PRODUCT does or will infringe, misappropriate or otherwise violate any intellectual property right or other right of any third party or fail to comply with any applicable law; (d) the SOFTWARE will be fully operable, meet all applicable specifications, and function in all respects, in conformity with this Agreement and the Documentation; and (e) no maintenance release or new version of the SOFTWARE will have an adverse effect on the functionality or operability of the SOFTWARE.

### 3. OWNERSHIP

3.1 **Ownership.** AgTerra owns all right, title and interest to all intellectual property and other proprietary rights to the technology, SOFTWARE, designs, engineering details, schematics and similar data relating to or incorporated in the PRODUCT and any accompanying documentation or information derived from the foregoing. Customer is prohibited from removing, covering or altering any of AgTerra's patent, copyright or trademark notices placed upon, embedded in or displayed by the PRODUCT or their packaging and related materials. AgTerra reserves all rights in the Products not specifically granted to Customer hereunder.

### 4. FEES, TAXES, ADDITIONAL LICENSES AND RENEWAL OF LICENSES

4.1 **License Fee.** As applicable, AgTerra will send the Customer invoices for the number of SOFTWARE licenses used by Customer and each of its Other Users during the preceding period according to the License Fee schedule arranged directly with AgTerra or through the licensing software. Initial License Fees are due within 30 days after the License Beginning Date, with subsequent payments due within 30 days after receipt of an undisputed invoice from AgTerra. Customer may terminate this Agreement and receive a full refund by notifying AgTerra in writing during the first 30 days after the License Beginning Date. After 30 days after the License Beginning Date, except as otherwise allowed herein, refunds are not available.

4.2 **Taxes.** License fees do not include taxes and Customer is responsible for payment of all applicable taxes, except for taxes based on Licensor's income. Customer agrees to hold harmless Licensor from all claims and liability arising from Customer's failure to report or pay such taxes.

4.3 **Additional Licenses.** Customer may purchase additional licenses of the SOFTWARE.

4.4 **Term, Renewal of Licenses.** The license granted in this Agreement will remain in effect, unless terminated earlier as set forth in this Agreement.

4.5 **Technical Support.** AgTerra will provide technical support and training services in connection with the PRODUCT or its use to Customers and Other Users.

4.6 **Delinquent Payments.** Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). AgTerra reserves the right to suspend Customer Account for any late payments.

4.7 **Invoice Disputes & Refunds.** To the fullest extent permitted by law, Customer waives all claims relating to charges unless claimed within sixty days after the charge

(this does not affect any Customer rights with its credit card issuer). Refunds (if any) are at the discretion of AgTerra and will only be in the form of credit for the Service. Nothing in this Agreement obligates AgTerra to extend credit to any party.

## 5. TERMINATION

**5.1 Termination.** This LICENSE will automatically terminate if either party fails to materially comply with any of the terms and conditions hereof and such noncompliance continues more than thirty (30) days after receipt of written notice from the other party. Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

**5.1.1 Effect of Termination.** Upon termination of the Agreement then: (i) the rights and licenses granted by one party to the other will cease immediately; (ii) upon request, each party will promptly return all Confidential Information of the other party; (iii) Customer must destroy all copies of the SOFTWARE and all of its component parts and, if requested in writing, certify this removal to AgTerra. In the case of a termination other than a lapse of the Agreement or Customer's breach, then Customer shall be entitled to a pro rata refund of its fees paid to AgTerra.

**5.2 Defensive Suspension.** If Customer commences or participates in any legal proceeding against AgTerra Technologies, then AgTerra Technologies may, in its sole discretion, indefinitely suspend or terminate all license grants and any other rights provided under this LICENSE during the pendency of such legal proceedings.

## 6. COPYRIGHT

**6.1 Copyright.** All title and copyrights in and to the SOFTWARE (including but not limited to all technology, SOFTWARE, designs, images, text, engineering details, and similar data relating to or incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by AgTerra. The SOFTWARE is protected by copyright laws and international treaty provisions.

## 7. APPLICABLE LAW & SETTLEMENT OF DISPUTES

**7.1 Applicable Law.** This LICENSE shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Wyoming and applicable United States federal law, without reference to “conflicts of laws” provisions or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. No dispute or legal action arising under this Agreement, may be brought by either party more than one (1) year after such cause of action accrued, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

## **8. DISCLAIMER OF WARRANTIES AND LIMITATION ON LIABILITY**

**8.1 No Warranties.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, BY EITHER AGTERRA OR ANYONE WHO HAS BEEN INVOLVED IN ITS CREATION, PRODUCTION, INSTALLATION, OR DISTRIBUTION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. AGTERRA DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. THE PRODUCT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

**8.2 No Liability for Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AGTERRA TECHNOLOGIES OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, ASSOCIATED EQUIPMENT DOWNTIME, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF AGTERRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. LIMITATION OF LIABILITY**

**9.1 Limitation on Indirect Liability.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

**9.2 Exceptions to Limitations on Indirect Liability.** The limitations in Section 9.1 do not apply to breaches of confidentiality obligations, violations of intellectual property rights, or indemnification obligations.

**9.3 Limitation on Amount of Liability.** AGTERRA'S ENTIRE LIABILITY TO CUSTOMER UNDER OR FOR BREACH OF THESE TERMS SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO AGTERRA.

## **10. INDEMNIFICATION**

**10.1 By Customer.** Customer will indemnify, defend, and hold harmless AgTerra from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim made against AgTerra for infringement arising out of: (a) Customer's combination or use of the PRODUCT with SOFTWARE, services, or Products developed by Customer or third parties, if the claim would have been avoided by the non-combined or independent use of the Appliance; (b) modification of the PRODUCT by anyone other than AgTerra if the third party claim would have been avoided by use of the unmodified PRODUCT; (c) Customer's continued allegedly infringing activity after being notified thereof or after being provided modifications, as described in Section 10.2, that would have avoided the alleged infringement; (d) Customer's use of the Appliance in a manner not in accordance with this Agreement or the Documentation; or (e) use of other than AgTerra's most current release of the PRODUCT if the third party claim would have been avoided by use of the most current release or revision and such current release provides the same functionality as the version then in use by Customer; or (d) Customer's breach of Section 12.1.1 (Export Compliance).

**10.2 Possible Infringement.** If AgTerra reasonably believes the PRODUCT infringes a third party's intellectual property rights, then AgTerra will promptly: (a) procure for Customer the right to continue to use the Appliance; (b) replace the Appliance; or (c) modify the Appliance to avoid the alleged infringement. If AgTerra does not reasonably believe these options are commercially reasonable, AgTerra may terminate the license for the allegedly infringing PRODUCT and return all license fees paid by Customer. THIS SECTION 10 STATES CUSTOMER'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY AGTERRA.

**10.3 By AgTerra.** AgTerra shall defend, indemnify and hold harmless Customer and the Other Users and their respective officers, directors, employees, agents, successors and assigns from and against any and all losses incurred by such parties arising out of or relating to any claim, suit, action or proceeding alleged to arise out of or result from: AgTerra's breach of any representation, warranty, covenant or obligation under this

Agreement or any action or failure to take a required action or more culpable act or omission in connection with its performance under this Agreement.

10.4 **General.** The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; (b) the other party may join in the defense with its own counsel at its own expense; and (c) as provided in Section 13.12 (Submission to Jurisdiction).

## 11. CONFIDENTIAL INFORMATION

11.1 **Obligations.** Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this Section.

11.2 **Exceptions.** Confidential Information does not include information that: (a) the recipient already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

11.3 **Required Disclosure.** Each party may disclose the other party's Confidential Information when required by law, but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

## 12. MISCELLANEOUS

12.1 **Enforceability.** If any provision of this LICENSE is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This LICENSE is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This LICENSE may only be modified in writing signed by an authorized officer of each party. Customer agrees that it will not ship, transfer or export the SOFTWARE into any country, or use the



SOFTWARE in any manner, prohibited by the United States Bureau of Industry and Security or any export laws, restrictions or regulations.

12.1.1 **Export Compliance.** Customer will comply with, and will obtain all prior authorization from the competent government authorities required by, the Export Control Laws. This Section 12.1.1 will survive termination or cancellation of this Agreement.

12.1.2 **U.S. Government Restricted Rights.** The PRODUCT is commercial within the meaning of the applicable civilian and military Federal acquisition regulations and any relevant supplements. If the user of the PRODUCT is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the PRODUCT, including technical data or manuals, is restricted by the terms, conditions and covenants contained in this Agreement.

### 13. GENERAL PROVISIONS

13.1 **Notices.** All notices must be in writing and addressed to the attention of the other party's Legal Department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by email.

13.2 **Assignment.** Neither party may assign or transfer any part of this agreement without the written consent of the other party. Any other attempt to transfer or assign is void.

13.3 **Change of Control.** Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction), (a) the party experiencing the change of control will provide written notice to the other party within 30 days after the change of control, and (b) the other party may immediately terminate this agreement any time between the change of control and 30 days after it receives the written notice in subsection (a).

13.4 **Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, fire, governmental action, and Internet disturbance) that was beyond the party's reasonable control. Should a force majeure event continue for more than thirty (30) days, the other party may terminate this Agreement.

13.5 **No Agency.** The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

13.6 **No Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver.

**13.7 Severability.** If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. The remainder of the agreement shall continue in full force and effect and either party may renegotiate the terms affected by the severance.

**13.8 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**13.9 Equitable Relief.** Nothing in this Agreement will limit either party's ability to seek equitable relief.

**13.10 Survival.** Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

**13.11 Entire Agreement.** This Agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

**13.12. Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted in the federal courts of the United States or the courts of the State of Wyoming in each case located in the city of Sheridan and County of Sheridan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

**Questions or Additional Information:**

If you have questions regarding these Terms of Use or wish to obtain additional information, please send an e-mail to [solutions@AgTerra.com](mailto:solutions@AgTerra.com).