

# End User License Agreement

Application Name: ValueArmor ("VA")

Application Owner: CourthouseUSA, LLC ("CUSA")

THIS AGREEMENT is entered into as of the date the application is downloaded, ("Effective Date") by and between COURTHOUSE USA, LLC ("CUSA"), ("OWNER") and the subscribing User ("LICENSEE").

By downloading, installing, and/or using the application, you expressly agree to and consent to be bound by all the terms and this license agreement. If you do not agree to all of the terms of this License Agreement, you may not install or use VA

NOW THEREFORE, the sole parties to this Agreement, CUSA and Licensee, hereto agree as follows:

## 1. GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, CUSA grants to Licensee a non-exclusive, non-transferable limited duration subscription license to use the software identified in Exhibit A (the "Licensed Program") for the purpose of comparing the sales price and appraised value of properties within an area defined on Exhibit B. Licensee may use the Licensed Programs in executable format for its own use. Licensee may not transfer or sublicense the Licensed Programs to any third party, in whole or in part, in any form, whether modified or unmodified.

## 2. OWNERSHIP

VA is proprietary to CUSA and is protected by intellectual property laws and international intellectual property treaties. CUSA is the distributor of VA.

## 3. Commissionaire.

Hexagon Geospatial is appointed by CUSA as the commissionaire for the marketing and delivery of VA and is not a party to this License Agreement.

## 4. TERM

The term of this license begins on the date a subscription to VA is purchased.

## 5. MAINTENANCE SUPPORT

CUSA will provide to Licensee the following support with respect to VA for the duration of the subscription:

- 1) If Licensee notifies CUSA of a suspected error in VA, CUSA shall at its expense verify and attempt to correct such error. If Licensee is not satisfied with the correction, then Licensee may terminate this Agreement, but without refund of any amount paid to CUSA.

- 2) In the case that Licensee has technical questions in the use of VA Licensee may submit those questions to CUSA. CUSA shall provide training to answer such questions without charge to Licensee.
- 3) CUSA is aware that from time to time VA may be inaccessible or inoperable for some reason, including equipment malfunctions, periodic maintenance, or causes beyond the control of CUSA.

## **6. Representations and Warranties**

Licensee warrants to CUSA that it has the authority to enter into and perform the obligations under this License Agreement, will comply with all terms and conditions, including the Acceptable Use Policy clause which follows, and has provided accurate and complete information to CUSA through Hexagon Geospatial, as to legal name, address, telephone number, and billing information.

## **7. Acceptable Use Policy**

Licensee is solely responsible for any and all acts that occur under its use of VA, and agrees not to engage in unacceptable use, which includes: 1) disseminate messages that may be obscene, defamatory, vulgar, or threatening; 2) disseminate material that infringes the copyright, trademark, patent, trade secret or other intellectual property of any entity or person; 3) export or permit downloading of any data, code or content in violation of any applicable export or import laws, regulations or restrictions; and 4) interfere, disrupt or attempt to gain unauthorized access to VA or any other computer network.

## **8. PATENT AND COPYRIGHT INDEMNITY**

CUSA will defend at its own expense any action brought against Licensee to the extent it is based on a claim that the Licensed Programs used within the scope of the license granted hereunder infringe a United States patent, copyright or other proprietary right of a third party. CUSA will pay any costs, damages or attorney fees finally awarded against Licensee in such action which are attributable to such claim, provided CUSA is promptly notified in writing of such claim, may control the defense and/or settlement of such claim, and is provided with all requested assistance, information and authority. In the event that a Licensed Program becomes, or in CUSA's opinion is likely to become, the subject of a claim of infringement of a United States patent, copyright or trade secret, CUSA may at its option either secure Licensee's right to continue using the Licensed Programs, replace or modify the Licensed Programs to make them not infringing, or provide Licensee with a refund of the license fee less depreciation on a 5 (five) year, straight-line basis. CUSA shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of a Licensed Program in any form other than the original, unmodified form provided to Licensee or the use of a combination of the Licensed Programs with hardware, software or data not supplied by CUSA where the used Licensed Programs alone in their original, unmodified form would not constitute an infringement. The foregoing states Licensee's entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.

## **9. LIMITATION OF LIABILITY**

CUSA'S liability to licensee under any provisions of this agreement for damages finally awarded shall be limited to the amounts actually paid hereunder by Licensee to CUSA. In no event shall CUSA be liable for indirect, incidental, special, or consequential damages, including loss of use, loss of profits or interruption of business, however caused or on any theory of liability.

CUSA also warrants that Hexagon Geospatial is not liable for any indirect, special, and consequential damages that an end-user may incur related to the use of the Smart M.App Application

## **10. NOTICES**

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

## **11. SUCCESSORS**

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

## **12. SEVERABILITY**

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

## **13. GOVERNING LAW/FORUM**

This Agreement shall be governed and interpreted by the laws of the State of Missouri. Clay County, Missouri shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

## **14. NON-ASSIGNMENT**

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of CUSA.

## **15. EXPORT REGULATIONS**

Licensee understands that CUSA is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Licensee warrants that it will comply in all respect with the export and re-export restrictions set forth in the export

license for the Licensed Programs and all other applicable export regulations. Licensee agrees to indemnify and hold CUSA harmless from any loss, damages, liability or expenses incurred by CUSA as a result of Licensee's failure to comply with any export regulations or restrictions.

**16. Privacy Policy**

**CUSA obtains personally identifiable information from the public record.**

**CUSA's VA Application utilizes the personally identifiable information to identify the owner of valid sales and the effect those values have on the properties of all taxpayers.**

**CUSA shares the results generated by VA with Licensees in the form of a subscription service.**

**Licensees must either provide data or authorize CUSA to acquire the requisite personally identifiable information in order to subscribe to VA, which is stored and transmitted through Hexagon Geospatial's Smart M.apps Marketplace.**

**CUSA's entire Privacy Policy is attached in Exhibit C.**

**17. ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or CUSA's order acknowledgment forms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

**LICENSEE:** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LICENSOR:**

COURTHOUSE USA, LLC

By: \_\_\_\_\_

L. Marlene Jeffers, President