

# Form of Software License Agreement

This **SOFTWARE LICENSE AGREEMENT** (the “Agreement”) between **Company** (“Licensee”) and Geokey, Inc. (“Licensor”).

WHEREAS, Licensor owns the Geokey software core platform (“Software”); and  
WHEREAS, Licensee is desirous of the utilization of the Software.

## 1. LICENSE GRANTED

- a. Subject to the terms and conditions of this Agreement and in consideration of Licensee’s obligation to pay monetary fees as outlined in Licensing Fee, such fees which may be adjusted from time to time by mutual written consent of the parties, Licensor hereby grants, and Licensee hereby accepts, a perpetual, nontransferable of current license with Licensor.

## 2. SOFTWARE PROVIDED “AS IS”

- a. Licensee agrees that the Software is available on an “as is” basis, without any warranty, and that Licensee uses the Software at Licensee’s own risk. We disclaim, to the maximum extent permitted by law, any and all warranties, whether express or implied, including, without limitation, (a) warranties of merchantability or fitness for a particular purpose, (b) warranties against infringement of any third party intellectual property or proprietary rights, (c) warranties relating to delays, interruptions, errors, or omissions in the Services or on the Site, (d) warranties relating to the accuracy or correctness of data on the Services, and (e) any other warranties otherwise relating to our performance, nonperformance, or other acts or omissions.
- b. Licensor does not warrant that the Software will operate error-free or that the Software is free of computer viruses and/or other harmful materials. If your use of the Software results in the need for servicing or replacing equipment or data, we are not responsible for any such costs.
- c. *Some jurisdictions do not allow the exclusion or limitation of certain categories of damages or implied warranties; therefore, the above limitations may not apply to the Licensee. In such jurisdictions, Licensor’s liability is limited to the greatest extent permitted by law.*

## 3. Total Fees

- a. Licensee will pay Geokey licenses of a monthly licensing fee according to the Licensor in form of an auto draft by ACH or credit card and agrees to the access of users and time tracking functionality of the Software in accordance to the invoice. This fee will include a training session by the Licensor to the Licensee on managing the Software for the business which includes but is not limited to the input of new users, limiting access credentials, and tracking the reporting of data analytics. This total fee will include all hardware and/or labor costs associated with the installation of the services.
- b. Licensor offers a 30-day money back guarantee if the Licensee is not satisfied with the License agreement. In the case of a money back guarantee, all services will be

terminated and all hardware purchased in the invoice must be returned to Licensor in the 30 days from the signing of this agreement.

#### 4. **TERM AND TERMINATION**

- a. Initial Term. The term of this Agreement commences on the Effective Date of Payment and continues for **one year**, unless and until terminated as provided under this Agreement (the "Initial Term").
- b. Renewal Term. Upon expiration of the Initial Term, this Agreement automatically renews for additional successive one-year terms unless and until either party provides written notice of nonrenewal at least 30 days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"), or unless and until sooner terminated as provided under this Agreement.
- c. Termination for Convenience. Licensor may terminate this Agreement for any or no reason at any time, with no notice to the Licensee. Licensee shall give Licensor no less than thirty (30) days' notice of intent to terminate, during which notice period Licensee shall continue to perform their obligations under this Agreement.

#### 5. **USER SUPPORT**

- a. Licensor will provide support to Licensee in regard to anything that pertains to Software. Licensee will receive 24/7 support via our ticketing software via the Geokey Dashboard or the Geokey application on App Store or Google Play.

#### 6. **FORCE MAJUERE**

- a. Either party shall be excused from failures or delays in delivery or performance hereunder if such failure or delay is attributable to causes beyond the reasonable control of the party, which makes such performance commercially impractical. In the event of any such failure or delay, the time of delivery or performance and time of payment shall be extended for a period of time equal to the time lost by reason of such delay (unless otherwise specified in writing between the parties hereto).

#### 7. **DATA**

- a. Licensee agrees that Licensor has the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Site and Services, and related systems (for example, anonymous and aggregated information concerning user behavior and use of the Services), and Licensor will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Site Services and for other development, diagnostic and corrective purposes in connection with the Site and Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

#### 8. **LIMITATION OF LIABILITY**

- a. Any liability Licensor has to Licensee in connection with these Terms, under any cause of action or theory, is strictly limited to \$100 per user, in aggregate for all violations. Without limiting the previous sentence, in no event shall Licensor or any of Licensor's affiliates be liable to Licensee for any indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with, these Terms. The foregoing limitations apply whether the alleged liability is based on contract, tort,

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negligence, strict liability, or any other basis, even if we or our affiliates have been advised of the possibility of such damages.

- b. Licensee agrees to indemnify and hold Licensor harmless for any breach of security or any compromise of your Account.

#### **9. INDEMNIFICATION**

- a. Licensee agrees to indemnify and hold harmless Licensor, Licensor's affiliates and Licensor's officers, directors, partners, agents, and employees from and against any loss, liability, claim, or demand, including reasonable attorneys' fees (collectively, "Claims"), made by any third party due to or arising out of Licensee's use of the Software in violation of Agreement, any breach of the representations and warranties Licensee makes in this Agreement. Licensee agrees to be solely responsible for defending any Claims against or suffered by us, subject to our right to participate with counsel of our own choosing.

#### **10. GOVERNING LAW**

- a. These Terms are governed by Nebraska law, without giving effect to conflicts of law principles. Licensee agrees that, to the extent applicable and expressly subject to the Dispute Resolution provisions below, to submit to the exclusive jurisdiction of the state and federal courts located in Lancaster County, Nebraska in circumstances where these Terms permit litigation in court.

#### **11. MISCELLANEOUS**

- a. Licensor may assign, transfer, delegate, or otherwise hypothecate our rights under this Agreement in our sole discretion. If we fail to enforce a provision of this Agreement, Licensee agrees that such a failure does not constitute a waiver to enforce the provision (or any other provision hereunder). If any provision of this Agreement is held or made invalid, the invalidity does not affect the remainder of this Agreement. We reserve all rights not expressly granted in this Agreement and disclaim all implied licenses.