

ONLINE TERMS OF SERVICE FOR THE USE OF FORTIUSONE WEBSITES

THE TERMS AND CONDITIONS SET FORTH BELOW (THE "TERMS") GOVERN YOUR USE OF THE FORTIUSONE'S WEB SITES AND THE AFFILIATED SERVICES AVAILABLE ON THESE WEB SITES. THESE TERMS ARE A LEGAL CONTRACT BETWEEN YOU AND FORTIUSONE, INC. ("WE" "US" OR "FORTIUSONE") AND GOVERN YOUR ACCESS TO AND USE OF THE FORTIUSONE WEB SITES LOCATED AT: [WWW.\[COMPANYNAME\].GEOIQ.COM](http://WWW.[COMPANYNAME].GEOIQ.COM), WWW.GEOIQ.COM, AND WWW.GEOCOMMONS.COM (COLLECTIVELY, THE "SITES"). YOUR USE OF FORTIUSONE'S SOFTWARE AND THE RELATED SERVICE IS SUBJECT TO THESE TERMS.

License

FortiusOne provides a service (the "Service") that allows you to analyze multiple geographic data sets through your Internet browser through the use browser based software and application programming interface (API) software (the "Software") made available on the Sites. FortiusOne grants you a limited, personal, non-exclusive and non-transferable license to (i) use the Software for personal use; (ii) use the Software for commercial purposes upon the payment of Fees (ii) to use all electronic or written content, information, documents, materials and other services related to the Sites, Software and Service, including trademarks, logos, graphics and images (collectively, the "Materials"), subject to the these Terms.

Ownership and Restrictions

These Terms do not constitute a sale of the Software, any copy of the Software or the Materials. An express condition of these Terms is that FortiusOne and its licensors retain all worldwide ownership of rights, title and interest in and to the Software, and all copies and portions thereof, and the Materials, including without limitation, all copyrights, moral rights, trademark rights, trade secret rights and other proprietary rights therein and thereto, regardless of the form or media in or on which the Software or Materials or copies thereof may exist.

You are granted the right to publish the resulting visualizations within websites, domains and documents in accordance with these Terms of Service. You must reproduce and include the copyright, trademark and proprietary notices when using the Software and Services. FortiusOne reserves all rights not expressly granted to you. The use of the Software and the use of the Service and Materials are licensed only to you and may not be transferred to anyone without the prior written consent of FortiusOne. Any authorized transferee of the Software and/or Materials shall agree in writing to be bound by the terms and conditions of these Terms. In no event may you loan, rent, time-share, sublicense, assign, transfer lease, sell or otherwise dispose of the Software or Materials on a temporary or permanent basis except as expressly provided herein. These Terms shall benefit FortiusOne and its successors and assigns. You may not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works from the Software. All logos and product names appearing on or in connection with the Software or Materials are proprietary to FortiusOne or its licensors and/or suppliers. You agree never to remove any proprietary notices or product identification labels from the Software or Materials, if applicable. You agree to use the Software and Materials in a manner consistent with any and all applicable laws and regulations and you agree that FortiusOne shall have no duty to investigate your use of the Software and Materials or right to use the Software and Materials.

Password Restricted Areas of the Sites

Upon purchase of the License, an Account Administrator will be granted a login and access to set-up User Accounts for access to the Site(s). The free section may require a password to login to the Sites and use certain functions and areas within the Sites ("Restricted Areas"). If you are an authorized member of the Restricted Areas, you are responsible for maintaining the confidentiality of your password and account, and agree to notify FortiusOne if your password is lost, stolen or disclosed to an unauthorized third party or otherwise may have been compromised. You are responsible for activities that occur under your account. You agree to immediately notify FortiusOne of any

unauthorized use of your account or any other breach of security in relation to the Sites known to you. You will not use other members' contact information gathered from Restricted Areas of the Sites for commercial purposes.

Use of API

Any use of the API is bound to the terms of this agreement including access through third party software. FortiusOne shall not be liable for any losses or damages as a result of the use of the API. If the API use is excessive or abusive, you are subject to Service Upgrades listed below. FortiusOne will make its best effort to contact you via email to notify of excessive or abusive use. If the excesses continue you will be subject to suspension and loss of access to the Sites.

Sale of Products

Subject to the terms and conditions hereof, including, without limitation, the software license terms and conditions of these Terms of Service, FortiusOne agrees to sell to Company, and Company agrees to purchase from FortiusOne, the Products set forth on the initial Purchase Order, which shall be deemed accepted by FortiusOne. Additional purchase orders may be submitted for new product orders, upgrades and changes. Additional Purchase Orders must be in writing and reference Initial Purchase Order.

Payment of Fees

Payments can be made via credit card and by purchase order. Free sites do not require payment. Credit card payments are to be made in advance of the initialization of the Software. In cases of monthly payments, charges will occur on the first business day of the month. For purchase order payments, a 30 day grace period will apply. After 30 days of non-payment, termination of service will occur.

Service Upgrades

FortiusOne reserves the right to upgrade the level of service should the average bandwidth significantly exceed the average bandwidth for the plan provided. The upgrade is intended to maintain the level of service required for the amount of bandwidth being consumed. An upgrade will result in a cost increase that will be included on the next credit card charge or result in the issuance of an additional invoice. If you anticipate a "spike" in activity the accounts can be upgraded with 24 hours of email notification from you for an amount of time as determined necessary.

Cancellation and Termination

Cancellation of your account is your sole responsibility. FortiusOne will turn off your account upon receipt and confirmation of email. Phone cancellations will not be accepted. Upon proper notice of cancellation, cancellation will take effect immediately with no future charges.

FortiusOne, in its sole discretion, has the right to suspend or terminate your account at any time and refuse all Service and access to your accounts and sites, for any reason at any time.

Cancellation and Termination will result in the denial of access, deactivation and/or deletion of accounts. AT THE TIME OF CANCELLATION OR TERMINATION ALL DATA AND CONTENT HELD WITHIN THE SITE WILL BE LOST AND UNRECOVERABLE.

Feedback

Except as otherwise provided in the Terms, to the extent you provide FortiusOne with any suggestions, information, ideas, or feedback concerning the Software, Service or Materials through the Sites or other services available in connection with this Sites, including, but not limited to, a description of any errors which you have discovered while

using the Software, Service or Materials (“Feedback”), such Feedback will be the sole and exclusive property of FortiusOne. You agree to assign, and hereby assign, all right, title and interest worldwide in and to the Feedback, and all related intellectual property rights, to FortiusOne and agree to assist FortiusOne in perfecting and enforcing such rights.

Privacy Policy

Your use of the Sites is governed by the FortiusOne Privacy Policy, which is available at <http://fortiusone.com/Privacy> (the “Privacy Policy”).

Third Party Content

Certain information and content may be provided by third party licensors and suppliers to FortiusOne (“Third Party Content”). The Third Party Content is, in each case, the copyrighted work of the creator/licensor. Unless you have permission from the owner of the Third Party Content, you agree to only display the Third Party Content on your personal computer solely for your personal or business use. You acknowledge and agree that you have no right to download, cache, reproduce, modify, display (except as set forth in this paragraph), edit, alter or enhance any of the Third Party Content in any manner unless you have permission from the owner of the Third Party Content.

FORTIUSONE DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS WITH REGARD TO THIRD PARTY CONTENT, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Links to Third Party Sites

The Sites may provide links to other web Sites or resources over which FortiusOne does not have control (“External Web Sites”). Such links do not constitute an endorsement by FortiusOne of those External Web Sites. You acknowledge that FortiusOne is providing these links to you only as a convenience and further agree that FortiusOne is not responsible for the content of such External Web Sites. Your use of External Web Sites is subject to the terms of use and privacy policies located on the linked to External Web Sites.

Unauthorized Uses

Unauthorized use of any Software, Materials or Third Party Content contained on the Sites may violate certain laws and regulations. You agree that FortiusOne shall have no duty to investigate your right to use or use of the Software, Service and Materials. FortiusOne reserves the right to remove any content or accounts that we determine at our sole discretion that violates these Terms of Service or contains unlawful, obscene, libelous, threatening or otherwise objectionable materials. You shall indemnify and hold FortiusOne and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys’ fees) FortiusOne or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Sites or the use of the Sites by any person using your user name and/or password (including without limitation your participation in the posting areas) violates any applicable law or regulation, or the rights of any third party, except to the extent the Software infringes any patent, copyright or trade secret of a third party.

Trademarks

FortiusOne is a trademark of FortiusOne in the United States. All other trademarks, names, and logos on these Sites are the property of their respective owners.

Copyright Notice

Unless otherwise specified, all information and screens appearing on the Sites including documents, services, site design, text, graphics, logos, images and icons, as well as the selection and arrangement thereof, are the sole property of FortiusOne, Copyright © 2009 FortiusOne. FortiusOne does not claim any intellectual property rights for any materials submitted to the Service. Upon submission of materials to the publicly shared pages, you agree to

allow others to view, download and share your content. All rights not expressly granted herein are reserved. Except as otherwise required by applicable law, any reproduction, distribution, modification, retransmission or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner.

Disclaimer of Warranties

Your use of the Sites and/or the Service is at your own risk. You agree that neither FortiusOne nor its agents or representatives shall be responsible for loss, destruction, or alteration of programs, content, data and other information resulting from use of the Software or the Service. FORTIUSONE, ON ITS OWN BEHALF AND THAT OF ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THE SITES, THE SERVICE OR ANY MATERIALS OR THIRD PARTY CONTENT, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED ON THE SITES. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITES, THE SERVICE, MATERIALS, THIRD PARTY CONTENT AND ANY INFORMATION OR MATERIAL CONTAINED ON THE SITES IS PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE,” AND “WHERE-IS” BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. FORTIUSONE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICE OR THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE OR THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FORTIUSONE OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitation of Liability

FORTIUSONE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING OR DOWNLOADING ANY SOFTWARE OR MATERIALS ON THE SITES. IN NO EVENT SHALL FORTIUSONE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF FORTIUSONE KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

Local Laws; Export Control

FortiusOne controls and operates the Sites from its headquarters in the United States and the Materials may not be appropriate or available for use in other locations. If you use the Sites outside the United States, you are responsible for following applicable local laws.

General

If you violate these Terms, FortiusOne may immediately terminate your access to the Sites or Restricted Areas without notice by blocking IP addresses, domain names and the API key. FortiusOne has the right to terminate any password-restricted account for any reason. Virginia Commonwealth law and U.S. federal law, without regard to choice of law provisions, will govern these Terms. Any disputes relating to these Terms or the Sites will be heard in the courts located in Virginia. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. FortiusOne’s failure to enforce any of these Terms is not a waiver of such term. The Terms are the entire agreement between you and FortiusOne and supersede all prior or contemporaneous negotiations, discussions or agreements between you and FortiusOne about the Sites.