

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAvantage.gov.

Multiple Award Schedule

FSC Group: Information Technology

FSC Class: 7A21 and DG11

Contract number: GS-35F-105GA

Contract period: December 1, 2016 – February 28, 2022

VRICON, INC.
2325 DULLES CORNER BLVD STE
1000 HERNDON, VA 20171-6123
703-345-8206

<http://www.maxar.com>

Contract administration source:

Ramsey Price

VP, Finance

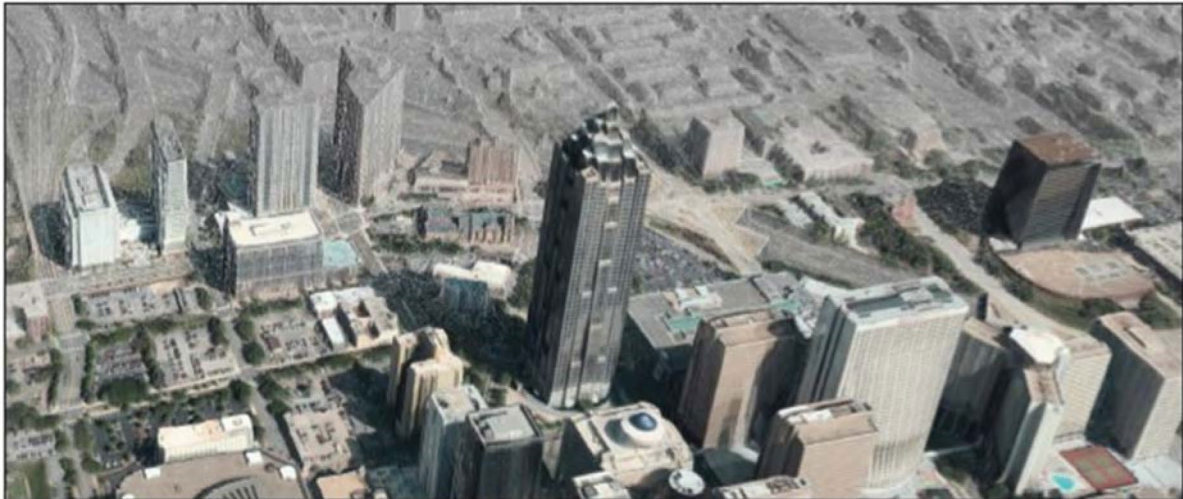
ramsey.price@vricon.com

Business size: Other than Small

For more information on ordering from Federal Supply Schedules go to the GSA
Schedules page at GSA.gov.

This contract is current through Modification #PO-0025 effective 09/16/2021

Prices Shown Herein are Net (discount deducted)



Vricon 3D Surface Model is a global representation of Earth, providing 0.5m resolution and 3m absolute accuracy. Image of Atlanta based on archived commercial satellite imagery without the use of ground control points.

VRICON 3D SURFACE MODEL

THE MOST ACCURATE REPRESENTATION OF EARTH

IMMERSIVE 3D DATA WITH SUPERIOR ACCURACY AND GLOBAL COVERAGE

Vricon offers high-accuracy 3D data for decision makers, available today with global coverage regardless of terrain type. The data is produced with a unique automated technology, delivered rapidly and with high precision. It is based on commercial satellite imagery, without ground control points.

Superior accuracy

All Vricon data products are built from commercial satellite imagery, using the same industry-leading automated 3D production process and highest standards. The core output – Vricon 3D Surface Model – is the most accurate representation of Earth. It is a 0.5m-resolution 3D product with real textures and an absolute accuracy of 3m in all dimensions, SE90. The accuracy is achieved without ground control points and is consistent on all surfaces and terrain types, including building facades. SE90 is the abbreviation for Spherical Error 90%, which is a measure that combines the traditional LE90 and CE90 measures.

Global coverage

Vricon's unique access to the largest commercial archive of high-quality satellite imagery provides a foundation for consistent global coverage.

A unique technology

Vricon's unique technology is a combination of stereophotogrammetry and big data processing. The fully automated technology is sensor agnostic and does not require ground control points.

Rapid delivery

Instant deliveries are available from the fast growing, off-the-shelf archive via physical media or electronic download. Current delivery time for countrywide AOIs not yet on the shelf is weeks to months. Total production capacity by mid-2016 is projected at 2 million square kilometers per month.



Vricon 3D Surface Model is available even for inaccessible locations such as this – Farat, northern Yemen – and based on commercial satellite imagery without the use of ground control points.

Decision ready

The data's completeness allows the customer to easily and immediately draw conclusions directly from the data itself, without traditional conversions or complex data manipulations. The resolution and accuracy of Vricon 3D Surface Model provide for superior analysis and decision making in a range of applications: within security and defense, as well as other industries.

Data exploitation

The Vricon 3D Surface Model is delivered in a native data format, designed for efficient storage and streaming of large datasets. The data format has built-in security measures such as tampering control. The Vricon system is built for integration or standalone use, providing geospatial exploitation capabilities to existing systems.

FEATURES

- Global coverage
- Superior accuracy
- Market-leading resolution
- Rapid deliveries
- Covers all terrain types

ACCURACY

- Absolute:
 - 3m SE90
 - 3m CE90
 - 3m LE90
 - 1.8m SEP
- Relative:
 - 1m SE90
- Valid on all surfaces and terrain types
- Valid without using ground control points
- SE90 = Spherical Error 90%, a tough measure that combines CE90 and LE90

EXPLOITATION

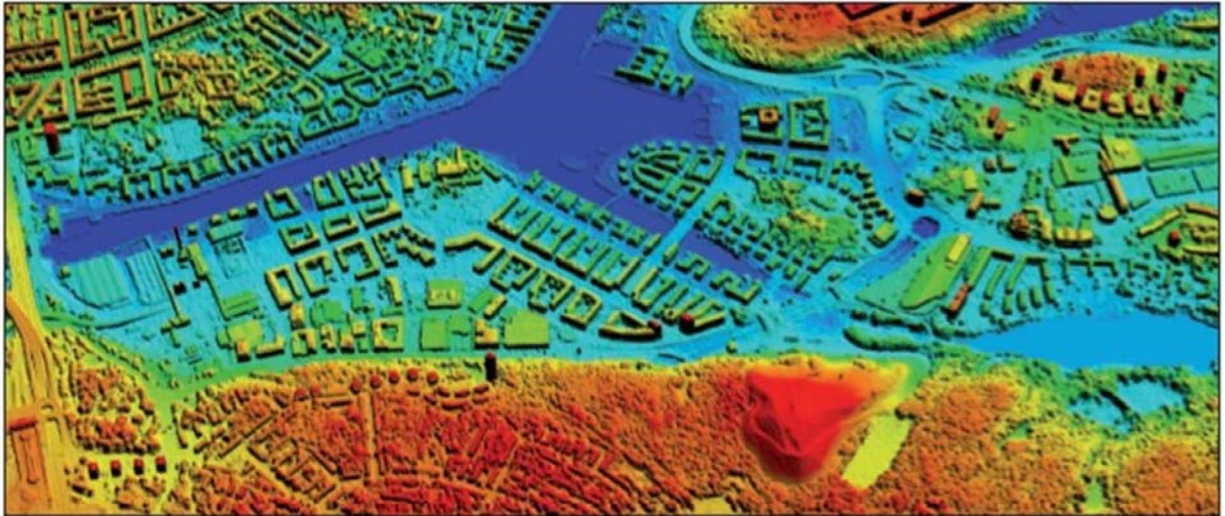
- Standalone through Vricon Explorer
- In ESRI ArcMap with the Vricon plugin
- In any system through integration
- Through standard data formats

SPECIFICATIONS

- Resolution: 0.5m
- Textures: True photorealistic textures on all sides of buildings and terrain features
- Data size: Typically 1.5 - 2.0 MB/km²
- Delivery: Online via the Vricon cloud, FTP or HDD
- Data Format: ATIN mesh with real textures, optimized for secure and lightweight streaming of large datasets. Other formats available upon request.

* Specifications subject to change without notice

www.vricon.com



Vricon DSM is a global surface model with 0.5m post spacing and 3m absolute accuracy. No ground control points needed. Image: Stockholm, Sweden.

VRICON DSM

GLOBAL ELEVATION MODEL WITH 0.5M RESOLUTION

DIGITAL SURFACE MODEL WITH SUPERIOR ACCURACY AND GLOBAL COVERAGE

Vricon DSM is an accurate global Digital Surface Model – high-resolution elevation data representing every single point on Earth. Based on industry-leading automated 3D modeling technology, Vricon DSM provides users and analysts with the most accurate high-resolution global elevation layer available. The horizontal error relative to Vricon True Ortho is zero.

Superior accuracy and alignment

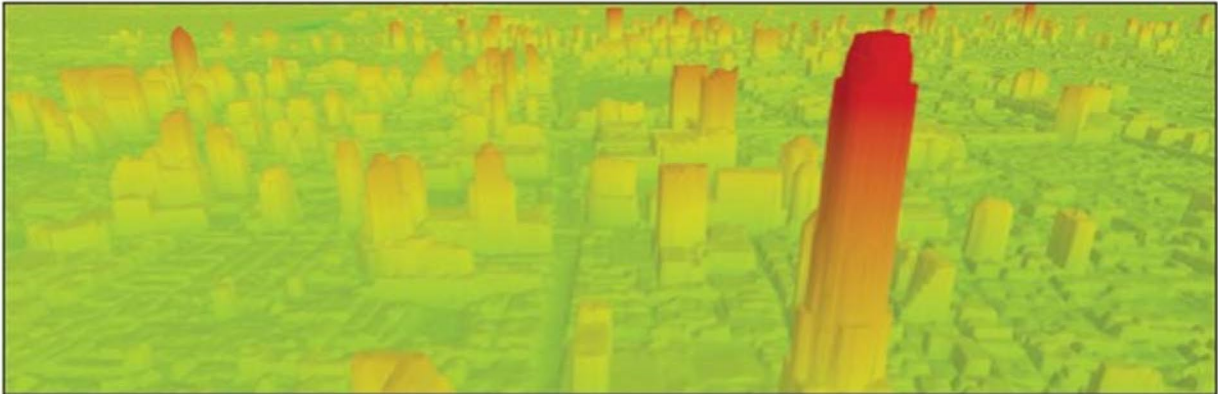
Vricon DSM is a derivative of Vricon 3D Surface Model and is fully aligned with Vricon True Ortho. All Vricon data products are built from commercial satellite imagery, using the same industry-leading automated 3D production process and highest standards. The core output – Vricon 3D Surface Model – is the most accurate representation of Earth. It is a 0.5m-resolution 3D product with real textures and an absolute accuracy of 3m in all dimensions, SE90. The accuracy is achieved

without ground control points and is consistent on all surfaces and terrain types, including building facades. SE90 is the abbreviation for Spherical Error 90%, which is a measure that combines the traditional LE90 and CE90 measures.

Better decisions

The resolution and accuracy of Vricon DSM data provide for superior analysis and decision making in a range of applications:

- Security and defense
- Mapping
- Energy and natural resources
- Cadaster analysis
- Infrastructure and construction
- Flood management
- Radio and telecommunications
- Risk and disaster management



Vricon DSM captures the skyline of Bangkok with 0.5m post spacing and 3m absolute accuracy.

Data exploitation

Vricon DSM is delivered in traditional formats, such as GeoTIFF, for immediate use in existing software and systems.

Rapid delivery

Instant deliveries are available from the fast growing, off-the-shelf archive via physical media or electronic download. Current delivery time for countrywide AOIs not yet on the shelf is weeks to months. Total production capacity by mid-2016 is projected at 2 million square kilometers per month.

Unique technology

Vricon's unique technology is a combination of stereophotogrammetry and big data processing. The fully automated technology is sensor agnostic and does not require ground control points.

Global coverage

Vricon's unique access to the largest commercial archive of high-quality satellite imagery provides a foundation for consistent global coverage.

FEATURES

- Global coverage
- Industry-leading resolution
- Superior accuracy
- Rapid deliveries
- Covers all terrain types
- Water flattening

SPECIFICATIONS

- Post spacing: 0.5m
- File format: GeoTIFF
- Bit depth: 32-bit
- Delivery media: FTP or HDD

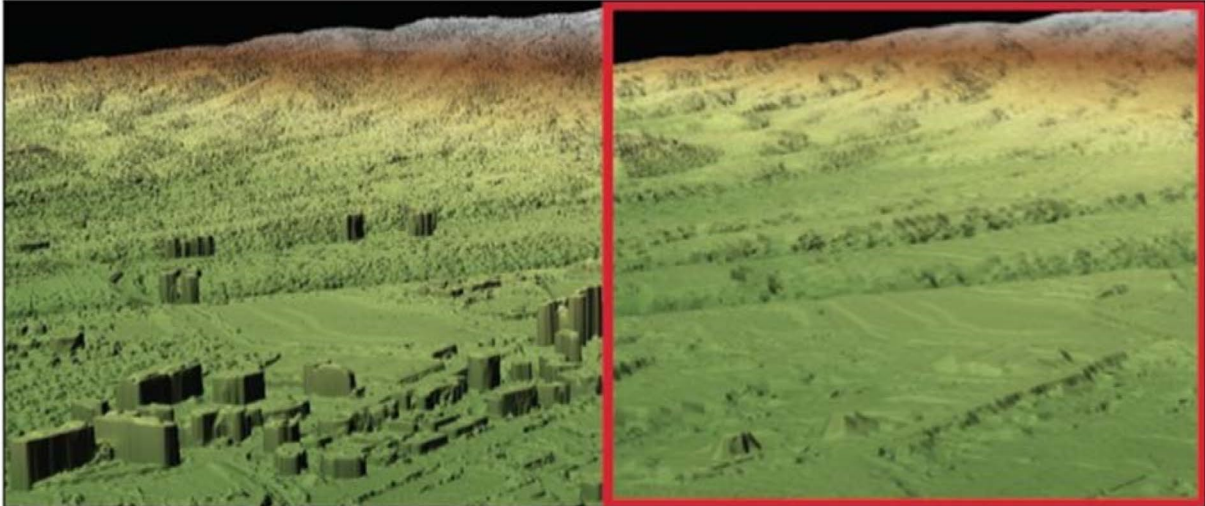
Other file formats are available on request.

ACCURACY

- Absolute: 3m LE90, 3m CE90
- Relative: 1m LE90, 2m CE90
- Valid on all surfaces and terrain types
- Valid without using ground control points
- Fully aligned with Vricon True Ortho

* Specifications subject to change without notice

www.vricon.com



Left: Vricon DSM. Right: Vricon DTM – a global bare earth model with 0.5m post spacing and 3m absolute accuracy, without using ground control points. The satellite-based sample shows Mexico City; terrain details are clearly visible, without buildings and vegetation.

VRICON DTM

GLOBAL BARE EARTH MODEL WITH 0.5M RESOLUTION

DIGITAL TERRAIN MODEL WITH SUPERIOR ACCURACY

Vricon DTM – Digital Terrain Model – is an accurate, high-resolution bare earth elevation data layer that is produced by industry-leading automated 3D modeling technology. The DTM is generated from fully automated processing, providing delivery speeds far beyond traditional technologies.

Superior accuracy and alignment

Vricon DTM is a derivative of Vricon 3D Surface Model and is fully aligned with Vricon True Ortho.

All Vricon data products are built from commercial satellite imagery, using the same industry-leading automated 3D production process and highest standards. The core output – Vricon 3D Surface Model – is the most accurate representation of earth. It is a 0.5m-resolution 3D product with real textures and an absolute accuracy of 3m in all dimensions, SE90. The accuracy is achieved without ground control points and is consistent on both plain areas and steep slopes.

SE90 is the abbreviation for Spherical Error 90%, which is a measure that combines the traditional LE90 and CE90 measures.

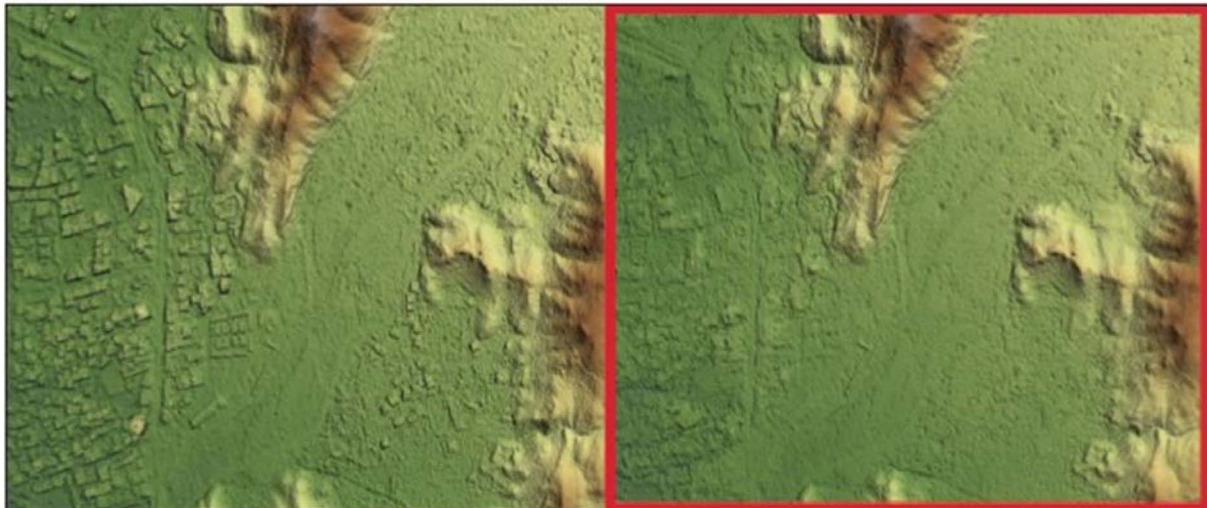
Applications

The resolution and accuracy of Vricon DTM data makes it suitable for a wide range of applications and industries, including:

- Orthorectification
- Hydrology
- Topographic mapping
- Geology
- Elevation contour generation
- Security and defense
- Radio and telecommunications
- Infrastructure and construction
- Risk and disaster management

Data exploitation

Vricon DTM is delivered in traditional formats, such as GeoTIFF, for immediate use in existing software and systems.



Left: Vricon DSM. Right: Vricon DTM – a global bare earth model with 0.5m post spacing and 3m absolute accuracy. Terrain details are clearly visible, without buildings and vegetation, in this satellite-based sample of Saudi Arabia.

Global coverage

Vricon's unique access to the largest commercial archive of high-quality satellite imagery provides a foundation for consistent global coverage.

Rapid delivery

Vricon's access to massive archives of imagery combined with its unique algorithms make DTM deliveries rapid and affordable. And Vricon's state-of-the-art high performance computing center enables massive computation on a global scale. Current delivery time for countrywide AOIs is weeks to months.

Unique technology

Vricon's unique technology is a combination of stereophotogrammetry and big data processing. The fully automated technology is sensor agnostic and does not require ground control points.

The DTM algorithm removes trees and man-made structures from the 3D data using automated processing and access to massive source image archives.

FEATURES

- Global coverage
- Industry-leading resolution
- Superior accuracy
- Rapid deliveries
- Water flattening

ACCURACY

- Absolute: 3m LE90, 3m CE90
- Relative: 1m LE90, 2m CE90
- Valid for plain areas and steep terrain
- Valid without using ground control points
- Fully aligned with Vricon True Ortho

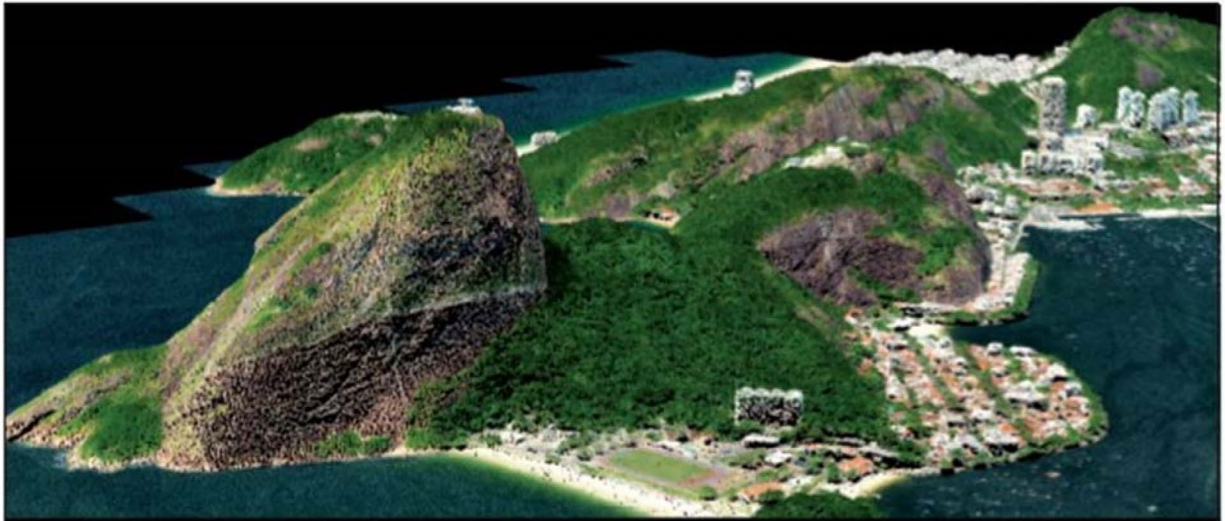
SPECIFICATIONS

- Post spacing: 0.5m
- File format: GeoTIFF
- Bit depth: 32-bit
- Delivery media: FTP or HDD

Other file formats are available on request.

*Version 20160622. Specifications subject to change without notice

www.vricon.com



Vricon Point Cloud is a photogrammetrically derived RGB colorized point cloud product derived from Vricon's unique 3D technology. Sample showing Rio de Janeiro, Brazil.

VRICON POINT CLOUD

FULL COLOR 3D POINT CLOUDS AT GLOBAL SCALE

IMMERSIVE 3D DATA WITH SUPERIOR ACCURACY AND GLOBAL COVERAGE

Vricon offers high-accuracy point cloud data for decision makers, available today with global coverage regardless of terrain type. The data is produced with a unique automated technology, delivered rapidly and with high precision. It is based on commercial satellite imagery, without ground control points.

Superior accuracy

Vricon Point Cloud is a derivative of Vricon 3D Surface Model. All Vricon data products are built from commercial satellite imagery, using the same industry-leading automated 3D production process and highest standards. The core output – Vricon 3D Surface Model – is the most accurate representation of earth. It is a 0.5m-resolution 3D product with real textures and an absolute accuracy of 3m in all dimensions, SE90. The accuracy is achieved without ground control points and is consistent on all surfaces and terrain types, including building facades. SE90 is the abbreviation for Spherical Error 90%, which is a measure that combines the traditional LE90 and CE90 measures.

Better decisions

The resolution and accuracy of Vricon Point Cloud data provide for superior analysis and decision-making in a range of applications:

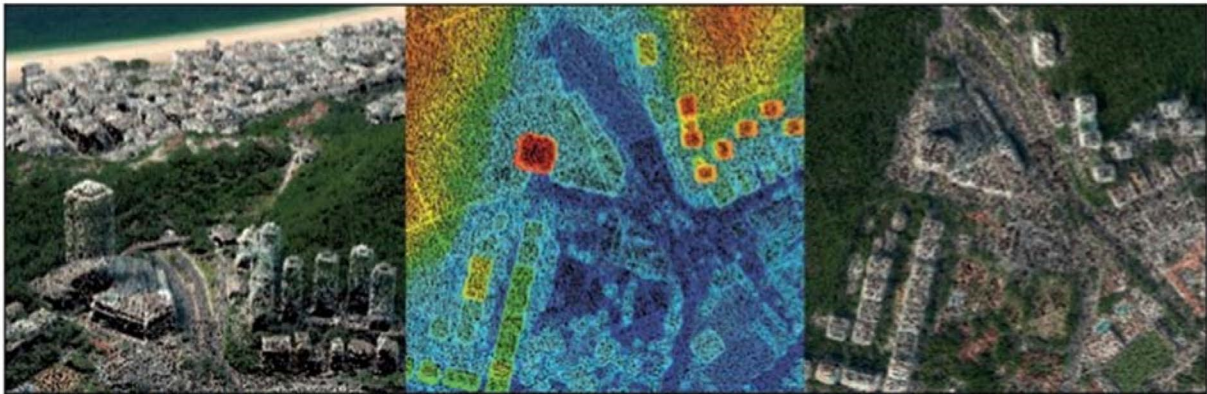
- Security and defense
- Mapping
- Energy and natural resources
- Infrastructure and construction
- Agriculture and flood management
- Radio and telecommunications
- Risk and disaster management

Data exploitation

Vricon Point Cloud data is delivered in a standard LAS format for immediate use in existing software and systems.

Global coverage

Vricon's unique access to the largest commercial archive of high-quality satellite imagery provides a foundation for consistent global coverage.



Vricon Point Cloud data is generated from commercial satellite imagery and available anywhere on the globe, even in areas that are difficult or inaccessible to traditional aerial sensors – e.g. Rio de Janeiro, Brazil. The resulting LAS point cloud is fully compatible with traditional LIDAR processing and exploitation tools.

Rapid delivery

Instant deliveries are available from the fast growing, off-the-shelf archive via physical media or electronic download. Current delivery time for countrywide AOIs not yet on the shelf is weeks to months. Total production capacity by mid-2016 is projected at 2 million square kilometers per month.

Unique technology

Vricon's unique technology is a combination of stereophotogrammetry and big data processing. The fully automated technology is sensor agnostic and does not require ground control points.

FEATURES

- Global coverage
- Superior accuracy
- Market-leading resolution
- Rapid deliveries
- Covers all terrain types

ACCURACY

- 3m absolute LE90
- 1m relative LE90
- Valid on all surfaces and terrain types
- Valid without using ground control points

SPECIFICATIONS

- Point density: 4 ppm
- Point spacing: 50 cm
- Projection: Compliant with common reference systems
- Datum: WGS84, height above ellipsoid
- Point attributes: True RGB spectral returns for each point
- Availability: Global coverage based on commercial satellite data
- Delivery format: FTP download or HDD via courier
- Data format: LAS 1.2 (RGB colorized)

* Specifications subject to change without notice

www.vricon.com



Left: Traditional orthorectified imagery of Las Vegas courtesy of DigitalGlobe.
Right: Vricon True Ortho, without parallax or occlusion.

VRICON TRUE ORTHO

ACCURATE ORTHOIMAGERY WITHOUT PARALLAX

GLOBALLY AVAILABLE ORTHOIMAGERY WITHOUT PARALLAX OR OCCLUSION

Vricon True Ortho is an accurate, seamless 2D image mosaic that represents a true nadir rendering of every single point on Earth. Based on industry-leading automated 3D modeling technology, the Vricon True Ortho product provides users and analysts with the most accurate and complete full-color image layer available. The horizontal error relative to Vricon DSM is zero.

Superior accuracy and alignment

Vricon True Ortho is a derivative of Vricon 3D Surface Model and is fully aligned with Vricon elevation data. All Vricon data products are built from commercial satellite imagery, using the same industry-leading automated 3D production process and highest standards. The core output – Vricon 3D Surface Model – is the most accurate representation of earth. It is a 0.5m-resolution 3D product with real textures and an absolute accuracy of 3m in all dimensions, SE90. The accuracy is achieved without ground control points and is consistent on all surfaces and terrain types, including building facades. SE90 is the abbreviation for Spherical Error 90%, which is a measure that combines the traditional LE90 and CE90 measures.

Better decisions

The resolution and accuracy of Vricon True Ortho imagery provide for superior analysis and decision-making in a range of applications:

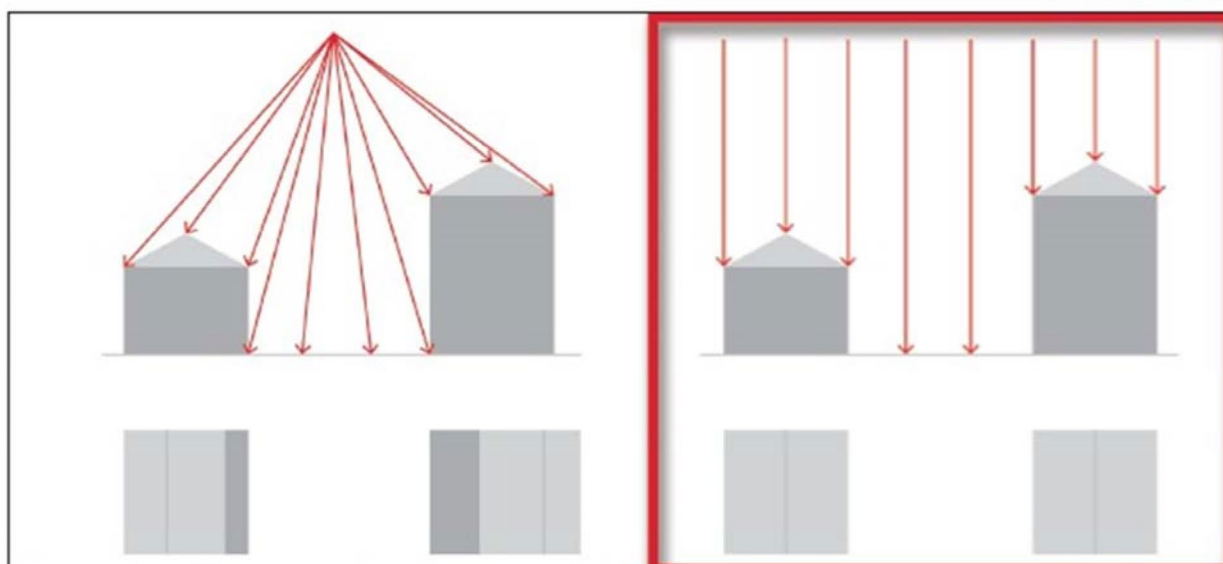
- Security and defense
- Mapping
- Cadaster analysis
- Infrastructure and construction
- Energy and natural resources
- Flood management
- Risk and disaster management

Global coverage

Vricon's unique access to the largest commercial archive of high-quality satellite imagery provides a foundation for consistent global coverage.

Data exploitation

Vricon True Ortho is delivered in traditional formats, such as GeoTIFF, for immediate use in existing software and systems.



Left: Traditional point-source orthorectification projection.

Right: Vricon True Ortho, a true nadir parallel projection. The illustration shows a side view of two houses with projection beams, and the respective orthorectified imagery. Vricon True Ortho provides parallax-free and occlusion-free imagery with higher accuracy.

Rapid delivery

Instant deliveries are available from the fast growing, off-the-shelf archive via physical media or electronic download. Current delivery time for countrywide AOIs not yet on the shelf is weeks to months. Total production capacity by mid-2016 is projected at 2 million square kilometers per month.

Unique technology

Vricon's unique technology is a combination of stereophotogrammetry and big data processing. The fully automated technology is sensor agnostic and does not require ground control points.

FEATURES

- Global coverage
- Superior accuracy
- Market-leading resolution
- Rapid deliveries
- Covers all terrain types

SPECIFICATIONS

- File format: Standard GeoTIFF, 8-bit RGB
- Projection: Compliant with common reference systems
- Delivery media: FTP download or physical HDD via courier
- Availability: Global coverage based on commercial satellite data

ACCURACY

- 3m absolute CE90
- 2m relative CE90
- Fully aligned with Vricon DSM
- Valid on all surfaces and terrain types
- Valid without using ground control points

* Specifications subject to change without notice

www.vricon.com

CUSTOMER INFORMATION:

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN	SIN Title
511210	Software Licenses
541370GEO	Earth Observation Solutions

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

Vricon True Ortho Image \$16.12 per/km²

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. Not Applicable

2. Maximum order:

SIN	Maximum Order
511210	\$500,000
541370GEO	\$1,000,000

3. Minimum order: \$100

4. Geographic coverage (delivery area). Domestic and Overseas

5. Point(s) of production (city, county, and State or foreign country). See contractor address

6. Discount from list prices or statement of net price. Government Net Prices (discounts already deducted.)

7. Quantity discounts. Tiered pricing is available.

8. Prompt payment terms. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions. Net 30 days

9. Foreign items (list items by country of origin). Not Applicable
- 10a. Time of delivery. 30 days
- 10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. To Be Determined at the Task Order level
- 10c. Overnight and 2-day delivery. Not applicable
- 10d. Urgent Requirements. Contact Contractor
11. F.O.B. point(s). Destination
- 12a. Ordering address(es). 2325 DULLES CORNER BLVD STE 1000, HERNDON, VA 20171-6123
- 12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es). 2325 DULLES CORNER BLVD STE 1000, HERNDON, VA 20171-6123
14. Warranty provision. Not Applicable
15. Export packing charges, if applicable. Not Applicable
16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable
17. Terms and conditions of installation (if applicable). Not Applicable
- 18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable
- 18b. Terms and conditions for any other services (if applicable). Not Applicable
19. List of service and distribution points (if applicable). Not Applicable
20. List of participating dealers (if applicable). Not Applicable
21. Preventive maintenance (if applicable). Not Applicable
- 22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable
- 22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/. Not Applicable

23. Unique Entity Identifier (UEI) number. 079759375

24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM

Tiered Pricing is Available (Based on Volume)*

SIN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	License	GSA PRICE
511210 541370GEO	Vricon DSM	Digital Surface Elevation Model - DSM (0.5M Resolution) Volume 1,000 - 199,999	km2	Single Organization	\$20.15
511210 541370GEO	Vricon Point Cloud	3D Point Cloud (0.5M Resolution) Volume 1,000 - 199,999	km2	Single Organization	\$28.21
511210 541370GEO	Vricon 3D Surface Model	3D Surface Model (0.5M Resolution) Volume 1,000 - 199,999	km2	Single Organization	\$32.24
511210 541370GEO	Vricon DTM	Digital Terrain Elevation Model - DTM (0.5M Resolution) Volume 1,000 - 199,999	km2	Single Organization	\$31.74
511210 541370GEO	Vricon Elevation Package	DSM + DTM (0.5M Resolution) Volume 1,000 - 199,999	km2	Single Organization	\$38.54
511210 541370GEO	Vricon 3D Package	3D+DSM+True Ortho (0.5M Resolution) Volume 1,000 - 199,999	km2	Single Organization	\$38.54
511210 541370GEO	Vricon USG Package	3D+DSM+Point Cloud+True Ortho (0.5M Resolution) Volume 1,000 - 199,999	km2	Single Organization	\$38.54
511210 541370GEO	Vricon DSM	Digital Surface Elevation Model - DSM (0.5M Resolution) Volume 1,000 - 199,999	km2	License Sharing	\$24.69
511210 541370GEO	Vricon TrueOrtho Image	Orthorectified Image Map - True Ortho (0.5M Resolution)	km2	License Sharing	\$19.75

511210 541370GEO	Vricon Point Cloud	Volume 1,000 - 199,999 3D Point Cloud (0.5M Resolution) Volume 1,000 - 199,999	km2	License Sharing	\$34.56
511210 541370GEO	Vricon 3D Surface Model	3D Surface Model (0.5M Resolution) Volume 1,000 - 199,999	km2	License Sharing	\$39.50
511210 541370GEO	Vricon DTM	Digital Terrain Elevation Model - DTM (0.5M Resolution) Volume 1,000 - 199,999	km2	License Sharing	\$34.56
511210 541370GEO	Vricon Elevation Package	DSM + DTM (0.5 M Resolution) Volume 1,000 - 199,999	km2	License Sharing	\$44.43
511210 541370GEO	Vricon 3D Package	3D+DSM+True Ortho (0.5M Resolution) Volume 1,000 - 199,999	km2	License Sharing	\$44.43
511210 541370GEO	Vricon USG Package	3D+DSM+Point Cloud+True Ortho (0.5M Resolution) Volume 1,000 - 199,999	km2	License Sharing	\$44.43

VRICON USG SINGLE ORGANIZATION END USER LICENSE AGREEMENT

Document Number: OPV-2016.11.28.01

Release Date: 2016-11-28

This end user license agreement (together with all applicable Confirmations, as defined below, this "Agreement") is made between Vricon, Inc. or the Affiliate or Authorized Distributor that provides the applicable Confirmation ("Vricon") and you, an Ordering Activity, which is an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time ("Licensee"). Capitalized terms used in this Agreement and not defined above have the meanings assigned in Clause 12.

Licensee has ordered or otherwise expressed an interest in obtaining a license in respect of one or more of Vricon's Products. Vricon is willing to provide Licensee with a license to those Products described in one or more Confirmations or otherwise provided to Licensee in connection with this Agreement. This Agreement is a contract with Licensee and becomes effective when signed by the appropriate Contracting Officer. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this Agreement as a term of the contract. This Agreement shall bind Licensee, subject to federal law. If you are entering into this

Agreement on behalf of a company, other legal entity or government agency, you represent that you have the authority to bind that entity to the terms and conditions of this Agreement.

1. Grant of License

Unless otherwise specifically acknowledged in a Confirmation, subject to Licensee's compliance with the terms and conditions of this Agreement, and in consideration of and subject to full and timely payment by Licensee to Vricon or an Authorized Distributor of the License Fee and any other agreed fees and amounts in accordance with the Confirmation(s) or otherwise, Vricon grants to Licensee a non-exclusive, non-transferable, non-assignable, limited license to allow an unlimited number of its Authorized Users to use each Product only for Licensee's Internal Operations.

2. Intentionally Left Blank

3. Restrictions

3.1 Licensee acknowledges and agrees that each Product is the property of Vricon and contains valuable assets and proprietary information of Vricon and its Affiliates. Accordingly, except as expressly permitted in Clause 1 above, Licensee will not, and will not permit any Authorized User to:

- a) Distribute, sublicense, rent, sell, lease or loan any Product to any Third Party;
- b) Distribute, display, or in any way make any Product available to the general public;
- c) Use any Product for the business needs of any Third Party, including without limitation, providing any services to any Third Parties;
- d) Remove, bypass or circumvent any electronic or other form of protection measure included on, in, or with any Product;
- e) Delete, alter, cover, obscure, distort, or remove any copyright or trademark notice, copyright or trademark management information, or proprietary legend contained in or on any Product; or

Vricon, Inc.

Address

8280 Greensboro Drive, Suite 210
McLean, VA 22102
USA

Telephone

+1 703-283-4588

Email

info@vricon.com

Website

vricon.com

- f) Otherwise use, modify (except modification of Licensed Data strictly for Licensee's Internal Operations), access or reverse-engineer any Product for any purpose not expressly permitted under this Agreement, including specifically, but without limitation, for the Consumer Market.
- 3.2 Licensee acknowledges that all right, title and interest in and to each Product, including all corrections, enhancements, or other modifications, and all Intellectual Property Rights thereto and therein, are the sole and exclusive property of Vricon or its Affiliates or suppliers, as applicable. All rights not expressly granted to Licensee in this Agreement are reserved by Vricon. Licensee will ensure that all copyright or trademark notices, copyright or trademark management information, and/or proprietary legend contained in or on the Product are reproduced on all copies of each Product.

4. License Fee

The License Fee for each Product is set forth in the applicable Confirmation. The permitted number of the Authorized Users is unlimited unless otherwise set forth in the Confirmation.

5. License Duration

The term of the license granted to Licensee for each Product will begin upon delivery of the Product to Licensee or Authorized Distributor, whichever occurs first, and will continue perpetually unless otherwise set forth in the Confirmation or unless terminated as set forth in Clause 10 below.

6. Audit

- 6.1 Vricon has the right to perform an audit to the extent necessary for Vricon to determine Licensee's compliance with this Agreement and the licenses granted hereunder. Licensee undertakes to cooperate and provide assistance and access to the information needed to complete the audit, including granting Vricon's designated auditors access to the business location(s), books and records, employees and/or Contractors pertaining to or involved with Licensee's use of each Product.
- Such audits will: (a) be conducted only after a minimum of thirty (30) days prior written notice by Vricon to Licensee; (b) be conducted no more than once per calendar year; (c) be limited to a three (3) year audit period unless non-compliant findings are noted, in which case the audit period shall be expanded as appropriate in Vricon's reasonable opinion; (d) be conducted during reasonable business hours; (e) be subject to reasonable confidentiality requirements, (f) be consistent with all security measures of the Licensee; and (g) be at Vricon's expense.
- 6.2 If an audit results in a finding of non-compliance, Vricon may invoice additional license fees based on the standard Vricon fees in effect at the time of the original license grant.

7. Indemnification

- 7.1 Intentionally left blank.
- 7.2 Vricon shall indemnify and hold harmless Licensee from and against any and all claims, damages and losses incurred as a result of any claim brought against the Licensee based on the allegation that the use, of the Licensee constitutes an infringement of any Intellectual Property Rights; provided that Licensee promptly notifies Vricon in writing of any such claim and does not oppose Vricon's attempt to intervene at Vricon's own expense and with its own counsel.
- 7.3 In the event that the Products are held to constitute an infringement or their further use is enjoined, Vricon shall promptly, at its own expense and option, either: (i) procure for Licensee the right to continue the use of such Products; or (ii) replace or modify the same with non-infringing products without detracting from

Vricon, Inc.

Address	Telephone	Email	Website
8280 Greensboro Drive, Suite 210 McLean, VA 22102 USA	+1 703-283-4588	info@vricon.com	vricon.com

the function and performance of the Products, or (iii) where the foregoing options are not reasonably available take back the infringing Products and refund the relevant License Fee payments hereunder.

8. Limited Warranty and Disclaimer

- 8.1 Vricon warrants to Licensee only that each Product, as delivered by Vricon, will comply in all material respects with this Agreement and the applicable Specification. Vricon's sole obligation and Licensee's exclusive remedy for a breach of this warranty is for Vricon, at its option and expense, to: (i) repair, modify, or replace the non-conforming Product; or (ii) refund all fees paid by Licensee for the non-conforming Product. Any claim under this limited warranty must be made within thirty (30) days after delivery of the non-compliant Product to Licensee. This limited warranty is void if any non-conformity has resulted from any accident, abuse, misuse, misapplication or modification of or to the Product by any party other than Vricon, or from any breach by Licensee of this Agreement.
- 8.2 EXCEPT AS EXPRESSLY WARRANTED IN CLAUSE 8.1, EACH PRODUCT IS PROVIDED "AS IS", WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATION, CONTENT OR RESULTS, OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. VRICON DOES NOT WARRANT THAT ITS PRODUCT WILL BE ACCURATE, CURRENT OR COMPLETE, THAT EACH PRODUCT WILL MEET LICENSEE'S NEEDS OR EXPECTATIONS, OR THAT THE OPERATION OF EACH PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED OR WARRANTED. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

9. Limitation of Liability

IN NO EVENT WILL VRICON OR ANY AFFILIATE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, DEATH OF OR INJURY TO ANY PERSON WHOMSOEVER, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOOD WILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

IN NO EVENT WILL THE TOTAL LIABILITY OF VRICON AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH VRICON'S PRODUCTS EXCEED THE FEES PAID BY LICENSEE FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY OTHER TORTS AND STATUTORY CLAIMS. THIS

AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD

OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733.

FURTHERMORE,

THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO

Vricon, Inc.

Address	Telephone	Email	Website
8280 Greensboro Drive, Suite 210 McLean, VA 22102 USA	+1 703-283-4588	info@vricon.com	vricon.com

EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE
CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT
INDEMNIFICATION, AND GSAR 552.21572 – PRICE ADJUSTMENT – FAILURE TO PROVIDE
ACCURATE INFORMATION).

10. Termination

Termination may be made in accordance with the GSA Schedule contract. Upon termination or expiration of the license, Licensee will (i) stop all use of each Product; (ii) permanently delete all Products from all devices and systems and destroy any copies on disk; and (iii) within ten (10) days following termination or **Vricon, Inc.** expiration, certify to Vricon in writing that all copies of all Products have been deleted or destroyed. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

11. General Terms

- 11.1 GOVERNMENT AUTHORIZATION. Licensee is responsible for compliance with all applicable foreign and national export control restrictions such as laws, regulations, authorizations, exemptions and/or end user undertakings applicable to export controlled products and associated technical data and technical assistance. Licensee shall furthermore not grant unauthorized digital access to export controlled products, technical data and technical assistance. Unauthorized access includes making available decryption keys or passwords that enable access to export controlled products or technical data. Licensee shall not export, verbally or physically, export controlled products, technical data and technical assistance in violation of any applicable laws, regulations, authorizations or end user undertakings.
- 11.2 This Agreement, together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders, constitutes the entire understanding and agreement of the parties. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on Licensee's Purchase Order.
- 11.3 ASSIGNMENT. Licensee may not transfer or assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part and including any transfers by operation of law, without the prior written consent of Vricon. Any attempted assignment or transfer in violation of this Clause 11.3 will be null and void. This Agreement will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.
- 11.4 AMENDMENT. This Agreement may be amended or supplemented only by a writing that refers to this Agreement and that is signed by both parties.
- 11.5 WAIVER. The failure or delay by a party to require performance of any provision of this Agreement does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance.
- 11.6 SEVERABILITY. If any provision of this Agreement is invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.
- 11.7 COMPLIANCE WITH LAWS. Licensee is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all these laws, regulations and other legal requirements including, without limitation, the 1997 OECD Convention on Combating Bribery of Foreign Government Officials, the 2003 United Nations Convention Against Corruption and the Foreign Corrupt Practices Act of the United States of America.

Vricon, Inc.

Address	Telephone	Email	Website
8280 Greensboro Drive, Suite 210 McLean, VA 22102 USA	+1 703-283-4588	info@vricon.com	vricon.com

- 11.8 NOTICES. All notices of termination or breach must be in writing, in English. The email address for notices sent to Vricon is info@vricon.com. Notice is treated as given upon receipt, as verified by written or automated receipt or electronic log, as applicable.
- 11.9 GOVERNING LAW AND DISPUTE RESOLUTION. All matters arising out of or relating to this Agreement will be governed by and construed under the laws of the United States without reference to conflicts of law principles. Jurisdiction of and venue for any disputes will be determined by the applicable federal statute. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12. Definitions

“Affiliate” means any legal entity controlling, controlled by or under common control with Vricon, Inc.,

where “control” means (a) the ownership of more than fifty percent (50%) of the equity or beneficial interest of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to direct or cause the direction of the management and policies of such entity by any means.

“**Agreement**” means this end user license agreement, incorporating each related Confirmation.

“**Authorized Distributor**” means a distributor authorized by Vricon to resell and distribute licenses to use Vricon’s Products.

“**Authorized User**” means an employee or Consultant that is authorized by Licensee to use the Product(s).

“**Confirmation**” means Vricon’s or any Authorized Distributor’s written confirmation to Licensee of ordered Product(s).

“**Consultant**” means an individual contracted by Licensee, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of Licensee.

“**Consumer Market**” means all individuals and all households that purchase goods and services for personal use and includes all products and services designed for the general consumer.

“**Contractor**” means an entity acting on behalf of, and under direct contract with, Licensee.

“**Defense and Intelligence Purposes**” means use by a governmental agency or other Licensee for military, defense and/or intelligence purposes.

“**Documentation**” shall mean the written, digital or otherwise submitted technical and/or user documentation in relation to a Product that may be provided to Licensee by Vricon or an Authorized Distributor.

“**Intellectual Property Rights**” means all past, present, and future trade secret rights, patent rights, copyrights, moral rights, contract rights, trademark rights, service marks, and other proprietary rights in any jurisdiction, including those rights in inventions, software, domain names, know-how, technology, methods, processes, information and technology.

“**Internal Operations**” means utilization of Products solely for the internal operations of Licensee; provided that no such utilization is permitted in respect of the Consumer Market.

“**License Fee**” means the aggregate amount to be paid by Licensee to Vricon or an Authorized Distributor for the right to use the Product(s).

“**Licensed Data**” means the data product originating from and provided by Vricon, as well as data generated in connection with usage of software, hardware or a combination of software and hardware originating from Vricon and delivered by Vricon or an Authorized Distributor to Licensee pursuant to this Agreement, including, without limitation, 3D models, imagery, elevation, vector, attribute, or other data, or related documentation, information, or content. Licensed Data includes any future version and/or specific adaptation of the original Licensed Data if originating from Vricon and if and when purchased separately by Licensee.

“**Licensed Program**” means each computer software product identified by title version number in a Confirmation in object code format and delivered by Vricon or an Authorized Distributor to Licensee pursuant to this Agreement. Licensed Program includes any future version and specific adaptation of the original Licensed Program if and when purchased separately by Licensee.

“**Product**” means Licensed Data and/or a Licensed Program.

“**Specification**” means, unless a particular specification has otherwise been agreed upon in writing between Vricon or an Authorized Distributor and Licensee and specifically referred to as the Specification, the technical and functional description(s) of each Product as described or referred to in Documentation and/or a Confirmation.

“**Term**” means that period of time that Licensee is entitled to use each Product under this Agreement.

Vricon, Inc.

Address	Telephone	Email	Website
8280 Greensboro Drive, Suite 210 McLean, VA 22102 USA	+1 703-283-4588	info@vricon.com	vricon.com



“Third Party” means any individual or legal entity other than Vricon, Vricon’s Affiliates, and Licensee.

VRICON USG END USER LICENSE AGREEMENT

Document Number: OPV-2016.10.17.01

Release Date: 2016-10-17

This end user license agreement (together with all applicable Confirmations, as defined below, this “Agreement”) is made between Vricon, Inc. or the Affiliate or Authorized Distributor that provides the applicable Confirmation (“Vricon”) and you, an Ordering Activity, which is an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (“Licensee”). Capitalized terms used in this Agreement and not defined above have the meanings assigned in Clause 12.

Licensee has ordered or otherwise expressed an interest in obtaining a license in respect of one or more of Vricon’s Products. Vricon is willing to provide Licensee with a license to those Products described in one or more Confirmations or otherwise provided to Licensee in connection with this Agreement. This Agreement is a contract with Licensee and becomes effective when signed by the appropriate Contracting Officer. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this Agreement as a term of the contract. This Agreement shall bind Licensee, subject to federal law. If you are entering into this

Agreement on behalf of a company, other legal entity or government agency, you represent that you have the authority to bind that entity to the terms and conditions of this Agreement.

1. Grant of License

Unless otherwise specifically acknowledged in a Confirmation, subject to Licensee’s compliance with the terms and conditions of this Agreement, and in consideration of and subject to full and timely payment by Licensee to Vricon or an Authorized Distributor of the License Fee and any other agreed fees and amounts in accordance with the Confirmation(s) or otherwise, Vricon grants to Licensee a non-exclusive, non-transferable, non-assignable, limited license to allow an unlimited number of its Authorized Users to use each Product only for Licensee’s Internal Operations.

2. Sublicense Rights

Licensee may sublicense to Group Members the same rights granted to Licensee in Clause 1 above. Accordingly, each Group Member and its Authorized Users may exercise the rights granted in Clause 1 for its own Internal Operations. Licensee will ensure that each Group Member complies with the terms of this License and is responsible and liable for all acts and omissions of Group Members relating to the Products or any violation of the terms of this License; a breach of the terms of this License by a Group Member or any of its Authorized Users is deemed to be a breach by Licensee.

3. Restrictions

3.1 Licensee acknowledges and agrees that each Product is the property of Vricon and contains valuable assets and proprietary information of Vricon and its Affiliates. Accordingly, except as expressly permitted in Clause 1 and 2 above, Licensee will not, and will not permit any Group Member or Authorized User to:

- a) Distribute, sublicense, rent, sell, lease or loan any Product to any Third Party;
- b) Distribute, display, or in any way make any Product available to the general public;
- c) Use any Product for the business needs of any Third Party, including without limitation, providing any services to any Third Parties;

Vricon, Inc.

Address	Telephone	Email	Website
8280 Greensboro Drive, Suite 210 McLean, VA 22102 USA	+1 703-283-4588	info@vricon.com	vricon.com

- d) Remove, bypass or circumvent any electronic or other form of protection measure included on, in, or with any Product;
- e) Delete, alter, cover, obscure, distort, or remove any copyright or trademark notice, copyright or trademark management information, or proprietary legend contained in or on any Product; or
- f) Otherwise use, modify (except modification of Licensed Data strictly for Licensee's Internal Operations), access or reverse-engineer any Product for any purpose not expressly permitted under this Agreement, including specifically, but without limitation, for the Consumer Market.

3.2 Licensee acknowledges that all right, title and interest in and to each Product, including all corrections, enhancements, or other modifications, and all Intellectual Property Rights thereto and therein, are the sole and exclusive property of Vricon or its Affiliates or suppliers, as applicable. All rights not expressly granted to Licensee in this Agreement are reserved by Vricon. Licensee will ensure that all copyright or trademark notices, copyright or trademark management information, and/or proprietary legend contained in or on the Product are reproduced on all copies of each Product.

4. License Fee

The License Fee for each Product is set forth in the applicable Confirmation. The permitted number of the Authorized Users is unlimited unless otherwise set forth in the Confirmation.

5. License Duration

The term of the license granted to Licensee for each Product will begin upon delivery of the Product to Licensee or Authorized Distributor, whichever occurs first, and will continue perpetually unless otherwise set forth in the Confirmation or unless terminated as set forth in Clause 10 below.

6. Audit

6.1 Vricon has the right to perform an audit to the extent necessary for Vricon to determine Licensee's compliance with this Agreement and the licenses granted hereunder. Licensee undertakes to cooperate and provide assistance and access to the information needed to complete the audit, including granting Vricon's designated auditors access to the business location(s), books and records, employees and/or Contractors pertaining to or involved with Licensee's use of each Product, including Group Members.

Such audits will: (a) be conducted only after a minimum of thirty (30) days prior written notice by Vricon to Licensee; (b) be conducted no more than once per calendar year; (c) be limited to a three (3) year audit period unless non-compliant findings are noted, in which case the audit period shall be expanded as appropriate in Vricon's reasonable opinion; (d) be conducted during reasonable business hours; (e) be subject to reasonable confidentiality requirements; (f) be consistent with all security measures of the Licensee; and (g) be at Vricon's expense.

6.2 If an audit results in a finding of non-compliance, Vricon may invoice additional license fees based on the standard Vricon fees in effect at the time of the original license grant.

7. Indemnification

7.1 Intentionally left blank.

7.2 Vricon shall indemnify and hold harmless Licensee from and against any and all claims, damages and losses incurred as a result of any claim brought against the Licensee based on the allegation that the use, of the Licensee constitutes an infringement of any Intellectual Property Rights; provided that Licensee promptly notifies Vricon in writing of any such claim and does not oppose Vricon's attempt to intervene at Vricon's own expense and with its own counsel.

Vricon, Inc.

Address	Telephone	Email	Website
8280 Greensboro Drive, Suite 210 McLean, VA 22102 USA	+1 703-283-4588	info@vricon.com	vricon.com

- 7.3 In the event that the Products are held to constitute an infringement or their further use is enjoined, Vricon shall promptly, at its own expense and option, either: (i) procure for Licensee the right to continue the use of such Products; or (ii) replace or modify the same with non-infringing products without detracting from the function and performance of the Products, or (iii) where the foregoing options are not reasonably available take back the infringing Products and refund the relevant License Fee payments hereunder.

Vricon, Inc.

Address	Telephone	Email	Website
8280 Greensboro Drive, Suite 210 McLean, VA 22102 USA	+1 703-283-4588	info@vricon.com	vricon.com

8. Limited Warranty and Disclaimer

- 8.1 Vricon warrants to Licensee only that each Product, as delivered by Vricon, will comply in all material respects with this Agreement and the applicable Specification. Vricon's sole obligation and Licensee's exclusive remedy for a breach of this warranty is for Vricon, at its option and expense, to: (i) repair, modify, or replace the non-conforming Product; or (ii) refund all fees paid by Licensee for the non-conforming Product. Any claim under this limited warranty must be made within thirty (30) days after delivery of the non-compliant Product to Licensee. This limited warranty is void if any non-conformity has resulted from any accident, abuse, misuse, misapplication or modification of or to the Product by any party other than Vricon, or from any breach by Licensee of this Agreement.
- 8.2 EXCEPT AS EXPRESSLY WARRANTED IN CLAUSE 8.1, EACH PRODUCT IS PROVIDED "AS IS", WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATION, CONTENT OR RESULTS, OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. VRICON DOES NOT WARRANT THAT ITS PRODUCT WILL BE ACCURATE, CURRENT OR COMPLETE, THAT EACH PRODUCT WILL MEET LICENSEE'S NEEDS OR EXPECTATIONS, OR THAT THE OPERATION OF EACH PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED OR WARRANTED. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

9. Limitation of Liability

IN NO EVENT WILL VRICON OR ANY AFFILIATE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, DEATH OF OR INJURY TO ANY PERSON WHOMSOEVER, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOOD WILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

IN NO EVENT WILL THE TOTAL LIABILITY OF VRICON AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH VRICON'S PRODUCTS EXCEED THE FEES PAID BY LICENSEE FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY OTHER TORTS AND STATUTORY CLAIMS. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.21572 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

10. Termination

Termination may be made in accordance with the GSA Schedule contract. Upon termination or expiration of the license, Licensee will (i) stop all use of each Product; (ii) permanently delete all Products from all devices and systems and destroy any copies on disk; and (iii) within ten (10) days following termination or expiration, certify to Vricon in writing that all copies of all Products have been deleted or destroyed.

The expiration or termination of this Agreement does not relieve either party of any obligations that have
Vricon, Inc.

accrued on or before the effective date of the termination or expiration.

11. General Terms

- 11.1 **GOVERNMENT AUTHORIZATION.** Licensee is responsible for compliance with all applicable foreign and national export control restrictions such as laws, regulations, authorizations, exemptions and/or end user undertakings applicable to export controlled products and associated technical data and technical assistance. Licensee shall furthermore not grant unauthorized digital access to export controlled products, technical data and technical assistance. Unauthorized access includes making available decryption keys or passwords that enable access to export controlled products or technical data. Licensee shall not export, verbally or physically, export controlled products, technical data and technical assistance in violation of any applicable laws, regulations, authorizations or end user undertakings.
- 11.2 This Agreement, together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders, constitutes the entire understanding and agreement of the parties. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on Licensee's Purchase Order.
- 11.3 **ASSIGNMENT.** Licensee may not transfer or assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part and including any transfers by operation of law, without the prior written consent of Vricon. Any attempted assignment or transfer in violation of this Clause 11.3 will be null and void. This Agreement will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.
- 11.4 **AMENDMENT.** This Agreement may be amended or supplemented only by a writing that refers to this Agreement and that is signed by both parties.
- 11.5 **WAIVER.** The failure or delay by a party to require performance of any provision of this Agreement does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance.
- 11.6 **SEVERABILITY.** If any provision of this Agreement is invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.
- 11.7 **COMPLIANCE WITH LAWS.** Licensee is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all these laws, regulations and other legal requirements including, without limitation, the 1997 OECD Convention on Combating Bribery of Foreign Government Officials, the 2003 United Nations Convention Against Corruption and the Foreign Corrupt Practices Act of the United States of America.
- 11.8 **NOTICES.** All notices of termination or breach must be in writing, in English. The email address for notices sent to Vricon is info@vricon.com. Notice is treated as given upon receipt, as verified by written or automated receipt or electronic log, as applicable.
- 11.9 **GOVERNING LAW AND DISPUTE RESOLUTION.** All matters arising out of or relating to this Agreement will be governed by and construed under the laws of the United States without reference to conflicts of law principles. Jurisdiction of and venue for any disputes will be determined by the applicable

Vricon, Inc.

Address	Telephone	Email	Website
8280 Greensboro Drive, Suite 210 McLean, VA 22102 USA	+1 703-283-4588	info@vricon.com	vricon.com

federal statute. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12. Definitions

“Affiliate” means any legal entity controlling, controlled by or under common control with Vricon, Inc., where “control” means (a) the ownership of more than fifty percent (50%) of the equity or beneficial interest of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to direct or cause the direction of the management and policies of such entity by any means.

“Agreement” means this end user license agreement, incorporating each related Confirmation.

“Authorized Distributor” means a distributor authorized by Vricon to resell and distribute licenses to use Vricon’s Products.

“Authorized User” means an employee or Consultant that is authorized by Licensee or Group Member to use the Product(s).

“Confirmation” means Vricon’s or any Authorized Distributor’s written confirmation to Licensee of ordered Product(s).

“Consultant” means an individual contracted by Licensee or a Group Member, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of Licensee or a Group Member.

“Consumer Market” means all individuals and all households that purchase goods and services for personal use and includes all products and services designed for the general consumer.

“Contractor” means an entity acting on behalf of, and under direct contract with, Licensee.

“Defense and Intelligence Purposes” means use by a governmental agency or other Licensee for military, defense and/or intelligence purposes.

“Documentation” shall mean the written, digital or otherwise submitted technical and/or user documentation in relation to a Product that may be provided to Licensee by Vricon or an Authorized Distributor.

“Group” means Licensee, any Contractor, and all Group Members.

“Group Member” means the U.S. Department of Defense (“DoD”), one of the member agencies under the U.S. Director of National Intelligence (“DNI”), or a counterpart of the DoD or the DNI in the United Kingdom, Canada, Australia, or New Zealand, to which Licensee sublicenses the Products as permitted in Clause 2 above.

“Group Member” means all U.S. Federal Agencies and Departments. Additionally, U.S. Department of Defense (“DoD”) and member agencies under the U.S. Director of National Intelligence (“DNI”) may sublicense to a counterpart of the DoD or the DNI in the United Kingdom, Canada, Australia, or New Zealand – together known as “FVEY” – to which Licensee sublicenses the Products as permitted in Clause 2 above.

“Intellectual Property Rights” means all past, present, and future trade secret rights, patent rights, copyrights, moral rights, contract rights, trademark rights, service marks, and other proprietary rights in any jurisdiction, including those rights in inventions, software, domain names, know-how, technology, methods, processes, information and technology.

“Internal Operations” means utilization of Products solely for the internal operations of Licensee or a Group Member, as applicable; provided that no such utilization is permitted in respect of the Consumer Market.

“License Fee” means the aggregate amount to be paid by Licensee to Vricon or an Authorized Distributor for the right to use the Product(s).

Vricon, Inc.

Address	Telephone	Email	Website
8280 Greensboro Drive, Suite 210 McLean, VA 22102 USA	+1 703-283-4588	info@vricon.com	vricon.com



“Licensed Data” means the data product originating from and provided by Vricon, as well as data generated in connection with usage of software, hardware or a combination of software and hardware originating from Vricon and delivered by Vricon or an Authorized Distributor to Licensee pursuant to this Agreement, including, without limitation, 3D models, imagery, elevation, vector, attribute, or other data, or related documentation, information, or content. Licensed Data includes any future version and/or specific adaptation of the original Licensed Data if originating from Vricon and if and when purchased separately by Licensee.

“Licensed Program” means each computer software product identified by title version number in a Confirmation in object code format and delivered by Vricon or an Authorized Distributor to Licensee pursuant to this Agreement. Licensed Program includes any future version and specific adaptation of the original Licensed Program if and when purchased separately by Licensee.

“Product” means Licensed Data and/or a Licensed Program.

“Specification” means, unless a particular specification has otherwise been agreed upon in writing between Vricon or an Authorized Distributor and Licensee and specifically referred to as the Specification, the technical and functional description(s) of each Product as described or referred to in Documentation and/or a Confirmation.

“Term” means that period of time that Licensee is entitled to use each Product under this Agreement.

“Third Party” means any individual or legal entity other than Vricon, Vricon’s Affiliates, Licensee, and Group Members.

Vricon, Inc.

Address

8280 Greensboro Drive, Suite 210
McLean, VA 22102
USA

Telephone

+1 703-283-4588

Email

info@vricon.com

Website

vricon.com