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In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

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1.2 “Site” means the particular physical location of Licensee described in Appendix A.

1.3 “Software” means the computer programs identified in Appendix A and licensed hereunder, together with the accompanying user documentation (“Documentation”), all permitted backup copies, and any updates subsequently provided by LGGI.

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3. INSTALLATION AND SUPPORT

3.1 Installation Service. If requested by Licensee, LGGI agrees to provide professional services for installing, moving, reinstalling, and/or training in use of said Software at Licensee’s Site for costs not to exceed standard LGGI labor rates, travel and per diem.

3.2 Support. LGGI shall be available to assist in debugging or answering user questions regarding LGGI Software operation by telephone consultation on weekdays between the hours of 9:00 AM-6:00 PM Eastern Time. Licensee’s LGGI Specialists (defined in Section 3.5(a) below) designated in Appendix B shall mail, telephone, fax or e-mail problems or questions to LGGI Support Services, 5051 Peachtree Corners Circle, Suite 100, Norcross, GA, 30092, telephone (877) 463-7327; fax (404) 634-2147; e-mail support@gis.leica-geosystems.com. Answers to questions will be sent to Licensee’s LGGI Specialists. Telephone support will be provided only for supported, unmodified LGGI Software.

3.3 Software Updates. LGGI will deliver to Licensee all updates to the Software which are commercially distributed while the Agreement is in effect, except that updates for the Mapsheets Software will not be provided.

3.4 Training. Licensee will receive a total of 10 days of free standard offer product training at an LGGI educational center per HEAK site (free training offer does not cover classes for SubPixel, ATCOR, Defense or Toolkit). Further training at an LGGI educational center will be billed at a discount of 50% off of list price. No on-site training is included in this program, but can be negotiated as appropriate with your LGGI account representative.

4. WARRANTY, ERROR CORRECTION PROCEDURES, DISCLAIMERS AND LIMITATIONS OF REMEDIES AND DAMAGES.

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4.2 To facilitate the orderly handling of problems that may occur in the Software, the following procedures are required:

a. Licensee will appoint two employees as “LGGI Specialists” who will be well versed in geographic imaging, GIS and ERDAS IMAGINE software and acceptable to LGGI. These Specialists or their representatives will be encouraged to take training from LGGI. The LGGI Specialists are the only persons authorized to contact LGGI regarding a Software support issue.

b. Licensee will document any problem that occurs in the Software with respect to the specific data file on which it occurs, and will attempt to replicate the problem using other test data.

c. The above-mentioned documentation and the results of the testing will be forwarded by an LGGI Specialist to LGGI Customer Services in Atlanta, Georgia, for review and analysis of suspected errors in a timely manner.
d. LGGI will correct the problem or provide a work-around and return the corrections to the Licensee’s LGGI Specialist in a clearly documented form.

4.3 **Limited Remedy.** The remedy provided above for Software Errors is Licensee’s exclusive remedy, except as follows: In the event LGGI is unable to correct a Software Error that is material to Licensee’s use of the Software, Licensee shall have the following options as its exclusive remedies for such failure: (a) Licensee may elect to terminate this Agreement, in which case LGGI will refund Licensee’s license fee for the then-current annual term on a pro-rated basis based on the amount of time remaining in the year; or (b) Licensee may waive the defect and retain the Software in which case LGGI shall be relieved of the obligation to correct that Software Error. So long as LGGI performs any one of the remedies set forth above, this limited remedy shall not be deemed to have failed of its essential purpose.

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4.5 **Limitation of Liability.** Licensee agrees that LGGI shall have no liability for direct, indirect, special, incidental or consequential damages (including damages for loss of profits, business interruption, data loss, damage to equipment, failure to realize expected savings, or the like), regardless of the legal basis for such liability, even if LGGI has been advised of the possibility of such damages.

5. **TERM, TERMINATION AND RENEWAL**

5.1 **Term.** This Agreement is effective from the day Licensee accepts its terms as described herein and is contingent upon full payment. This Agreement continues for a period of one year from the date hereof, at which time all licenses hereunder shall expire. This Agreement may be renewed for successive one-year terms upon payment of the then-applicable annual fee, provided that LGGI may modify the terms, conditions and/or pricing contained in this Agreement at renewal. LGGI will issue keycodes, Hardware Keys and/or installation CDs valid for one year, upon execution of this Agreement and issuance of a valid purchase order by Licensee. New keycodes, Hardware Keys and/or installation CDs will be issued annually upon renewal of this Agreement.

5.2 **Termination.** This Agreement and any license granted hereunder may be terminated (a) by Licensee, by providing LGGI with written notice of Licensee’s discontinuation of use of the Software, or (b) by LGGI upon Licensee’s breach of any of the terms hereof. If this Agreement is not renewed, it will expire upon the expiration of the keycodes. LGGI will have no liability for the expiration of such keycodes and Licensee’s subsequent loss of use of the Software. Upon expiration or termination of this Agreement for any reason, Licensee shall return to LGGI all copies in whole or in part, in any form, including partial copies and modifications, of the licensed Software, Hardware Keys and License Brokers and Licensee shall certify in writing to LGGI that these steps have been taken.

6. **PAYMENT**

Licensee shall issue a Purchase Order for the initial LGGI Higher Education Annual Kit Program. LGGI will invoice against each Purchase Order upon shipment or upon issuance of renewal keycode(s) as appropriate. Licensee agrees to pay all LGGI invoices within thirty (30) days of receipt.

In consideration of the grant of the discount on standard fees, Licensee agrees:

a. To provide a single point of primary contact between Licensee and LGGI as specified in Appendix B. This person will be responsible for coordinating and administering the LGGI Higher Education Program at Licensee and for all related administrative work including, but not limited to,
coordinating orders from Licensee and providing LGGI with a ship-to address for each order and a bill-to address for LGGI invoicing.

b. Where appropriate, to encourage the use of LGGI Software to all departments within Licensee.

c. To make best efforts to ensure a continued high level of expertise in the use of the LGGI Software among students and staff by offering courses and making use of educational courses offered by LGGI as appropriate.

d. To maintain a list of all persons responsible for the Software, along with their location and department, phone number, CPU type(s) and CPU ID(s) and provide a copy to the Licensee’s Program Coordinator at LGGI on an annual basis.

e. Licensee is encouraged to promote Remote Sensing and Geographic Information Systems (GIS) by providing seminars, software demonstrations and training for faculty whenever possible.

f. Unless otherwise restricted, Licensee is to provide LGGI with an annual bibliography, due at renewal, of all theses, dissertations, and research reports written by faculty, students or research staff using the Software as a basis for their work. Upon request, copies of these materials will be made available to LGGI.

7. MISCELLANEOUS PROVISIONS

7.1 Governing Law. This Agreement is governed by the laws of the State of Georgia, without reference to its conflicts of law provisions.

7.2 Arbitration. Any dispute or disagreement arising between LGGI and Licensee in connection with any interpretation of this Agreement or the compliance or noncompliance therewith or the validity or enforceability thereof, shall be finally settled in Atlanta, Georgia by a single mutually agreeable arbitrator under the commercial arbitration rules of the American Arbitration Association then in effect. The arbitration award shall be final and binding upon the parties, and judgment may be entered thereon, upon the application of either party by any court having jurisdiction. Each party shall bear the cost of preparing and presenting its case, and the cost of the arbitration, including fees and expenses of the arbitrator(s), will be shared equally by the parties unless the award otherwise provides. Notwithstanding the foregoing, LGGI shall not be required to submit any dispute involving an alleged violation of its intellectual property rights to arbitration, but shall be entitled to seek any appropriate relief that may be available at law or in equity, including injunctive relief, which the parties hereby agree is appropriate to prevent violation of intellectual property rights.

7.3 Tax Applicability. LGGI has not included within the fees stated any sales, use, value-added or other tax that may be applicable. Any such tax which becomes due shall be paid by Licensee (except for taxes based upon LGGI’s net income). If Licensee is exempt from certain taxes, Licensee shall furnish to LGGI evidence of its exemptions upon execution of this Agreement.

7.4 Notices. All notices required or permitted hereunder shall be in writing and shall be mailed, telecopied, or delivered to the other party at the address set forth above (or at such other address as may be specified by a notice given in accordance with this Section 6.4 and shall be effective when actually delivered to such address.

7.5 Entire Agreement. This Agreement and the Appendixes which are incorporated herein by reference constitute the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings and arrangements between the parties relating hereto. Although the Software may be routinely delivered with shrinkwrap or “clickwrap” licenses, this Agreement supersedes those licenses. Except as otherwise expressly provided herein (and in Appendix A with respect to ordering additional products), any amendments to this Agreement must be in writing and signed by an Authorized representative of each party.
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