

## LATIN FORCE GROUP, LLC dba GEOSCAPE TERMS OF USE AND END USER AGREEMENT

This Geoscape Terms of Use and End User Agreement (“**Agreement**”) is a legal agreement between you, the user, whether personally or on behalf of an entity (“**you**”), and Latin Force Group, LLC dba Geoscape (“**Geoscape**”) regarding your use of the Geoscape website located at URL: <http://gis.geoscape.com> (“**Website**”) and the Geoscape information, services or products that are made available as described on Website including without limitation: (a) the data files (“**Data Files**”); and (b) the data lists (“**Data Lists**”) (collectively, the “**Geoscape Products**”).

BY CLICKING THE “I AGREE” BUTTON, DOWNLOADING OR USING THE GEOSCAPE PRODUCTS, OR BY ACCESSING OR USING ANY PART OF THE WEBSITE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND THAT YOU AGREE TO BE BOUND AND TO ABIDE BY, THIS AGREEMENT AND ALL APPLICABLE GEOSCAPE PRODUCTS END USER AGREEMENTS. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND OR TO ABIDE BY IT, DO NOT ACCESS OR USE THE WEBSITE.

1. **Registration and Passwords.** In order to use the Website and access the Geoscape Products, you must first register and create an account. When you create an account with the Website, you will be asked to supply a password. You must keep your password confidential, and are responsible for all use of your password and account.
2. **Eligibility.** By using the Website and the Geoscape Products, you represent and warrant that: (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 13 years of age or older; and (d) your use of the Geoscape Products does not violate any applicable law or regulation.
3. **Prohibited Activities.** You may not access or use the Website and the Geoscape Products for any other purpose other than that for which Geoscape makes them available. Certain activities, even if legal, may violate the common rules of etiquette governing use of the Website and Geoscape Products, as determined by Geoscape in Geoscape’s sole discretion. Prohibited activity includes, but is not limited to:
  - (a) criminal or tortuous activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets;
  - (b) transmitting chain letters or junk email to other users;
  - (c) interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected to the Website;
  - (d) attempting to impersonate another user or person;
  - (e) using the username and/or password of another user;
  - (f) selling or otherwise transferring your username and/or password;
  - (g) using any information obtained from the Website in order to harass, abuse, or harm another person;
  - (h) using the Website in a manner inconsistent with any and all applicable laws and regulations;
  - (i) distribute, sublicense, disclose, or make derivative products with, any Geoscape Product;
  - (j) unless explicitly permitted in writing by separate agreement, you may not publish this information in a book, newsletter, web site or other such medium made available to large audiences other than to employees of the licensing end-user company.

4. **Intellectual Property Rights.** The content on the Website including without limitation, the Geoscape Products (“**Materials**”) and the trademarks, service marks and logos contained therein (“**Marks**”), are owned by or licensed to Geoscape, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Geoscape reserves all rights not expressly granted in and to the Website and the Materials. You agree to not engage in the use, copying, or distribution of any of the Materials other than expressly permitted by Geoscape, including any use, copying, or distribution of third parties’ materials obtained through the Website for any commercial purposes. If you download or print a copy of the Materials for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Materials or enforce limitations on use of the Website or the Materials therein.
5. **Fees.** You shall pay Geoscape all applicable fees and taxes for the Geoscape Products as prompted by the Website or as set forth in any applicable order document agreed to by you. All fees are non-refundable.
6. **Geoscape’s Right to Manage the Website and Terminate Users.**
  - 6.1 **Geoscape Website Management.** Geoscape reserves the right but does not have the obligation to: (a) monitor the Website for violations of this Agreement; (b) take appropriate legal action against anyone who, in Geoscape’s sole discretion, violates this Agreement, including without limitation, reporting you to law enforcement authorities; (c) terminate the accounts of repeat infringers; and (d) to otherwise manage the Website in a manner designed to protect the rights and property of Geoscape and others and to facilitate the proper functioning of the Website.
  - 6.2 **Geoscape’s Right to Terminate Users.** WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, GEOSCAPE RESERVES THE RIGHT TO, IN GEOSCAPE’S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY DENY ACCESS TO AND USE OF THE WEBSITE TO, ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION.
7. **Use of Data Files and Data Lists; Restrictions.** Geoscape provides its Data Files and Data Lists under different licensing terms. If you purchase access to the Data File or Data Lists, you may be required to agree to specific terms and conditions covering such use. Without limiting such terms, your use of the Data Files and Data Lists under such terms is permitted only during the period specified in the applicable order form for the fees you have paid.
8. **Protection of Confidential Information.** “**Confidential Information**” means: (a) the Geoscape Products; and (b) any other information designated by Geoscape as confidential in writing or, if disclosed orally, designated as confidential at the time of disclosure and reduced to writing and given to you and designated as confidential in writing within 30 days; provided, however that “Confidential Information” will not include information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure to you by Geoscape; (ii) becomes publicly known and made generally available after disclosure to you by Geoscape through no action of yours or inaction on your part; or (iii) is in your possession, without confidentiality restrictions, at the time of disclosure by Geoscape as shown by your written files and records immediately prior to the time of disclosure. You will protect Confidential Information from unauthorized dissemination and use with the same degree of care that you use to protect your own like information. You will not use Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. You will not disclose to third parties Confidential Information without the prior written consent of Geoscape.
9. **Modifications.** Geoscape may modify this Agreement from time to time. Geoscape will alert all users with whom it maintains email information of such modifications by means of an email to their most recently provided email address. Any and all changes to this Agreement will also be reflected on the Website. You agree to be bound to any changes to this Agreement when you use the Geoscape Products after any such modification is posted. It is therefore important that you regularly review this Agreement and keep your contact information current to ensure you are informed of any changes.

10. **Disputes/Choice of Law/Forum with Geoscape.** ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ITS FORMATION, PERFORMANCE, OR ALLEGED BREACH) OR YOUR ACCESS TO OR USE OF THE GEOSCAPE PRODUCTS AND WEBSITE, INCLUDING WITHOUT LIMITATION YOUR OR OTHERS' DOWNLOADING OR CONSUMPTION OF MATERIALS MADE AVAILABLE BY MEANS OF THE WEBSITE OR THIRD PARTY WEBSITES, OR YOUR PURCHASING OF GOODS OR SERVICES FROM THIRD PARTIES, WILL BE EXCLUSIVELY RESOLVED UNDER CONFIDENTIAL BINDING ARBITRATION HELD IN NEW YORK CITY, NEW YORK BEFORE AND IN ACCORDANCE WITH THE RULES OF JAMS. NOTWITHSTANDING THE FOREGOING, EACH PARTY WILL HAVE THE RIGHT TO SEEK INJUNCTIVE RELIEF TO ENFORCE THIS AGREEMENT OR TO STOP OR PREVENT AN INFRINGEMENT OF PROPRIETARY OR OTHER THIRD PARTY RIGHTS. IN THE EVENT OF LITIGATION OR TO COMPEL ARBITRATION OR TO ENFORCE AN ARBITRATION AWARD UNDER THIS SECTION, OR TO OBTAIN AN INJUNCTION UNDER THIS SECTION, THE PARTIES HEREBY IRREVOCABLY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK CITY, NEW YORK. THIS AGREEMENT WILL BE INTERPRETED EXCLUSIVELY BY NEW YORK LAW EXCLUDING ITS CHOICE OF LAW PROVISIONS.
11. **Disclaimer of Warranty.** GEOSCAPE MAKES NO WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITE OR THE GEOSCAPE PRODUCTS, AND GEOSCAPE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT EXPRESSLY STATED HEREIN, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GEOSCAPE DOES NOT WARRANT THAT THE GEOSCAPE PRODUCTS OR WEBSITE WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE GEOSCAPE PRODUCTS OR WEBSITE WILL BE CORRECTED. GEOSCAPE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT (INCLUDING THE GEOSCAPE PRODUCTS) OR THE CONTENT OF ANY WEBSITES LINKED TO THIS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF SUCH CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, OR GEOSCAPE PRODUCTS, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT, MATERIALS, OR GEOSCAPE PRODUCTS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. You assume the entire risk as to the results and performance of the Geoscape Products. Some states/jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply.
12. **Limitation of Liability.** IN NO EVENT SHALL GEOSCAPE, ITS LICENSORS OR ITS AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THESE GEOSCAPE PRODUCTS, EVEN IF GEOSCAPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Geoscape be liable to you for

damages in an amount greater than the fees paid for the use of the Geoscape Products. Some states/jurisdictions do not allow the limitation or exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply.

- 13. Indemnity.** You agree to indemnify and hold Geoscape, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website, or Geoscape Products and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. You agree to pay any applicable sales or use tax, value added tax or any similar excise tax imposed by any taxing authority on the Geoscape Products ("**Applicable Taxes**"), when invoiced by Geoscape. In the event Geoscape does not invoice Applicable Taxes when the invoice for the Geoscape Products is rendered by Geoscape, and an applicable taxing authority assesses Applicable Taxes at a later time, you will agree to pay all such Applicable Taxes, plus any interest and penalties assessed by a taxing authority upon invoice by Geoscape, even if you are no longer an active user under this Agreement at the time such invoice for Applicable Taxes is rendered. You release Geoscape from all claims for collecting any Applicable Taxes that, Geoscape, in good faith, believes to be due to an applicable taxing authority, even if it is subsequently determined that such Applicable Taxes were not due, provided that such Applicable Taxes are remitted by Geoscape to any such applicable taxing authority, in which case your sole remedy would be to seek a refund from such applicable taxing authority, without any obligation on the part of Geoscape to apply for a refund on your behalf.
- 14. Term, Termination and Survival.** This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of the information in your possession related to the Geoscape Products. Geoscape may terminate this Agreement in the event that you breach or are in default of this Agreement. Upon termination, you will relinquish all rights under this Agreement and must cease using the in your possession related to the Geoscape Products and return or destroy all copies (and partial copies) of the in your possession related to the Geoscape Products. Upon termination, Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 shall survive termination of this Agreement. No expiration or termination will entitle you to any refund of fees.
- 15. Backups.** NEITHER GEOSCAPE NOR ITS LICENSORS MAKE ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AS TO THE EXISTENCE OR INTEGRITY OF BACKUPS, IF ANY, OF GEOSCAPE PRODUCTS OR OTHER CONTENT OR MATERIALS STORED ON THE WEBSITE. Geoscape and its contractors make backups, if at all, for server restoration purposes only.
- 16. Records and Audits.** You shall keep and maintain complete and accurate records of your use of the Geoscape Products hereunder, and shall allow Geoscape, or its representative, during office hours and no more than once every twelve (12) months, to inspect and make extracts or copies of such records for the purpose of ascertaining your compliance with this Agreement.
- 17. Miscellaneous.** This Agreement constitutes the entire agreement between you and Geoscape regarding the use of the Geoscape Products. The failure of Geoscape to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.