



## MASTER SOFTWARE LICENSE AGREEMENT

**IMPORTANT – READ THIS SOFTWARE LICENSE AGREEMENT (this “Agreement”) CAREFULLY AND COMPLETELY BEFORE SIGNING AND INSTALLING ANY SOFTWARE PROVIDED BY CERTAINTY 3D LLC.**

This Agreement constitutes a legal agreement by and between **CERTAINTY 3D LLC**, a Florida limited liability company (the “**Licensor**”) and the party to which the software identified herein is provided by the Licensor (the “**Licensee**”), which Agreement is deemed effective as of the date upon which the Licensee has indicated its acceptance of the Agreement by clicking “accept” and installing and software provide by the Licensor. If you do not accept the terms of this Agreement, promptly return the applicable, unused software to the Licensor for a full refund of any fees paid therefore.

1. **Definitions.** The following terms shall be defined as set forth below:

1.1. “Agreement” means this Agreement and all Software Orders, Statements of Work and other Exhibits attached hereto or incorporated by reference herein.

1.2. “Confidential Information” means, with respect to a party hereto, all information or material which (i) gives that party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that party; or (ii) which is either (A) marked “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking, (B) known by the parties to be considered confidential and proprietary or (C) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. Confidential Information includes, but is not limited to, the terms of this Agreement, Licensed Software, Documentation, and any trade secrets related thereto. Neither party shall have any obligation with respect to Confidential Information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party without reference to information derived from the other party; and (iv) is subject to disclosure under court order or other lawful process. Confidential Information includes the Source Code for the Licensed Software.

1.3. “Documentation” means the documentation made generally available by Licensor to its Licensees, as updated from time-to-time by Licensor.

1.4. “Licensed Software” means the Object Code versions of the computer programs to be provided by Licensor to Licensee under a Software Order, including any updates, enhancements, or new versions thereof provided by Licensor under this Agreement. Licensed Software also contains any and all Documentation applicable to such computer programs.

1.5. “Object Code” means computer programs assembled or compiled, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse compiling, or reverse-engineering.

1.6. “Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

## **2. License and Restrictions.**

2.1. Grant of License. Subject to the terms and conditions of this Agreement, Licensors hereby grants to Licensee a nonexclusive, nontransferable, license to use the Object Code of the Licensed Software solely for Licensee’s internal purposes during the term of the license as set forth in the applicable Software Order (the “**License Term**”). Licensee acknowledges and agrees that Licensors may use certain embedded technological and software controls to enforce any applicable license restrictions.

2.2. Restrictions on Use. Licensee shall not rent, sell, assign, lease, sublicense, or otherwise transfer the Licensed Software or use it in any manner not expressly authorized by this Agreement.

2.3. Intellectual Property Ownership. The Licensed Software contains material that is protected by United States copyright and trade secret law, and by international treaty provisions. All rights not expressly granted to Licensee under this Agreement are expressly reserved by Licensors and its licensors. Licensee shall not modify, remove or destroy any proprietary markings or confidential legends placed upon or contained within the Licensed Software, the Documentation, or any related materials. All copyrights, patents, trade secrets, trademarks, service marks, trade names, moral rights and other intellectual property and proprietary rights in the Licensed Software shall remain the sole and exclusive property of Licensors or its licensors, as applicable.

3. **Fees, Expenses, and Taxes.** Licensee shall pay the license and service fees set forth in the Software Order(s) entered into under this Agreement. Unless otherwise expressly provided in the applicable Software Order(s), all amounts to be paid by Licensee hereunder shall be due and payable thirty (30) days after Licensee’s receipt of the invoice therefore. All payments not made by Licensee when due shall be subject to late charges of the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. Licensee shall pay all duties and all sales, use and excise taxes relating to, or under, this Agreement, exclusive of taxes based on or measured by Licensors’ net income, unless Licensee is exempt from the payment of such duties and taxes and provides Licensors with evidence of such exemption.

## **4. Limited Warranties.**

4.1. Licensed Software. Licensors hereby warrants that for a period of ninety (90) days from the date of delivery, the Licensed Software will operate in substantial conformance with the Documentation. All warranty claims not made in writing within such period shall be deemed waived. The foregoing warranty is solely for the benefit of Licensee and Licensee shall have no authority to extend such warranty to any third party. This warranty is contingent on the proper installation and use of the Licensed Software as

described in the Documentation. After expiration of the warranty period, any support of maintenance for the Licensed Software shall be provided pursuant to Licensor's standard Support & Maintenance Agreement.

4.2. Exclusive Remedy. The sole and exclusive remedy of Licensee and the sole and exclusive liability of Licensor for breach of the foregoing warranties, shall be to seek repair or replacement of the non-conforming Licensed Software or reperformance of the relevant services. In the event that such breach cannot be remedied by repair, replacement, or reperformance, or where a repair or replacement remedy is not applicable, Licensor shall be liable only for Licensee's direct damages in the aggregate up to the limit provided in Section 6.

4.3. Modification of Licensed Software. Except as otherwise agreed in writing by the parties, any modification to the Licensed Software by Licensee or any other third party, or failure by Licensee to implement any improvements or updates to the Licensed Software as supplied by Licensor shall void Licensor's warranty obligations and Licensor's warranties under this Section 4, to the extent any failure or error results from such modification.

4.4. Disclaimer of Other Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 4, THE LICENSED SOFTWARE AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED TO LICENSEE "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES IT IS SOLELY RESPONSIBLE FOR THE SECURITY AND CONFIDENTIALITY OF ALL DATA, INCLUDING PERSONAL HEALTH INFORMATION AND OTHER PERSONALLY IDENTIFIABLE INFORMATION, THAT MAY BE PROCESSED BY THE LICENSED SOFTWARE, WHILE IN THE POSSESSION, CUSTODY OR CONTROL OF LICENSEE, AND ITS CONTRACTORS AND AGENTS.

## **5. Intellectual Property Infringement.**

5.1. Indemnification. Licensor agrees to defend and indemnify Licensee and to hold it harmless from all damages awarded against Licensee, and all reasonable expenses (including attorneys' fees) incurred by Licensee, for any claim of infringement of a third party's U.S. patent registered as of the Effective Date or copyright asserted against Licensee by virtue of Licensee's authorized use of the Licensed Software as delivered by Licensor; provided that Licensor is given prompt notice of any such claim and right to control and direct the investigation, preparation, defense and settlement of each such claim and further provided that Licensee shall fully cooperate with Licensor in connection with the foregoing. Notwithstanding the foregoing, Licensor assumes no liability or indemnity obligation for claims of infringement of intellectual property rights arising from (i) use of the Licensed Software in combination with non-Licensor approved third party products, including hardware and software, (ii) modifications or maintenance of the Licensed

Software by a party other than Licensor, (iii) misuse of the Licensed Software, and (iv) failure of Licensee to implement any improvement or updates to the Licensed Software, if the infringement claim would have been avoided by the use of the improvement or updates. Licensee shall indemnify and defend Licensor and hold it harmless from and against any claims, damages, or costs, including reasonable attorneys' fees, asserted by third parties arising out of any of the foregoing exceptions; provided that Licensee is given prompt notice of any such claim and right to control and direct the investigation, preparation, defense and settlement of each such claim and further provided that Licensor shall fully cooperate with Licensee in connection with the foregoing.

5.2. **Replacement.** Should the Licensed Software as delivered by Licensor become or, in Licensor' opinion, be likely to become, the subject of a claim of infringement, Licensor may, at its option and expense either (a) procure for Licensee the right to continue to use the Licensed Software as contemplated hereunder, or (b) replace or modify the Licensed Software and/or modify its use to make its use hereunder noninfringing, without loss of material functionality. If neither option is reasonably available to Licensor, then this Agreement may be terminated at the option of either party hereto without further obligation or liability except as provided in Section 9.8 (Survival).

5.3. **Entire Liability.** THE FOREGOING PROVISIONS OF THIS SECTION 5 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF LICENSOR AND THE EXCLUSIVE REMEDY OF LICENSEE AND ANY OTHER ENTITY, WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

6. **Limitations of Liability.** IN NO EVENT SHALL LICENSOR OR ITS LICENSORS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, BREACH OF SECURITY, OR LOST OR DAMAGED DATA) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, THE LICENSED SOFTWARE, OR ANY SERVICES RENDERED BY LICENSOR, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING LICENSOR'S INDEMNIFICATION OBLIGATIONS, THE TOTAL LIABILITY OF LICENSOR TO LICENSEE FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE TOTAL FEES PAID BY LICENSEE HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

7. **Confidentiality.** The parties agree, both during the term of this Agreement and thereafter in perpetuity to hold each other's Confidential Information in strict confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than as specified in this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement. Each party acknowledges that any use or disclosure of the other party's Confidential Information other than as specifically provided for in this Agreement may result in irreparable injury

and damage to the non-using or non-disclosing party. Accordingly, each party hereby agrees that, in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-using or non-disclosing party may be entitled to equitable relief as granted by any appropriate judicial body.

## **8. Termination.**

**8.1. Default.** If either party fails to observe or perform any material obligation under this Agreement, the non-defaulting party may give written notice to the defaulting party specifying the material failure. If the material failure is not corrected or a mutually agreed plan to correct the failure has not been established within thirty (30) days after the date of such notice, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. The right of the non-defaulting party to terminate this Agreement under this Section is in addition to all other rights that are available to it under this Agreement, at law or in equity.

**8.2. Disposition of Licensed Software on Termination.** Upon the expiration or termination of this Agreement for any reason, the license and all other rights granted to Licensee hereunder shall immediately cease, and Licensee shall: (i) uninstall and return the Licensed Software (including all third party software licensed or provided to Licensee by Licensor) to Licensor together with all reproductions and modifications of the Licensed Software and all copies of any Documentation, notes and other materials respecting the Licensed Software; (ii) purge all copies of the Licensed Software or any portion thereof from any computer storage device or medium on which Licensee has placed or has permitted others to place the Licensed Software, including copies of the Licensed Software made for archival and backup purposes; and (iii) provide Licensor a written certification that Licensee has complied with all of its obligations under this Section.

## **9. General.**

**9.1. Waiver, Amendment Or Modification.** The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgement even though Licensor may have accepted or signed such documents. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

**9.2. Notice.** All notices, demands or consents given under this Agreement will be in writing and will be deemed given when delivered personally, or three (3) days after deposit in the mail (certified or registered mail), or one (1) day after being sent by overnight courier, to the receiving party at the address set forth in this Agreement or at such other address given by either party to the other in writing.

**9.3. Attorneys' Fees and Costs.** In the event any arbitration, litigation or similar proceeding (collectively, "**Litigation**") is commenced or defended by any party hereto claiming, in such Litigation or defense, a breach of this Agreement by the other party hereto, and in the event such commencing or defending party is successful on the merits of such claim or defense and substantially prevails in Litigation, the other party shall

pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorney's, paralegal and expert fees, court costs, and cost of experts and investigation, whether at trial, upon appeal, or during investigation, incurred by such prevailing Party in prosecuting such claim or establishing such defense.

9.4. **Entire Agreement.** This Agreement, together with the any Software Order(s) executed or accepted in connection herewith, constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations and/or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein. In the event of any conflict between the body of this Agreement and any Software Order(s), the terms and provisions of the applicable Software Order(s) shall control.

9.5. **Assignment.** The Licensee shall not be permitted to assign this Agreement without the written consent of the Licensor, which consent may be granted or withheld in the Licensor's sole discretion.

9.6. **Governing Law; Severability.** The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law applicable to choice of law. If any provision of this Agreement or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

9.7. **Relationship Of The Parties.** Licensee is an independent contractor under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Licensee shall have no authority to enter into agreements of any kind on behalf of Licensor and shall have no power or authority to bind or obligate Licensor in any manner to any other third party.

9.8. **Survival.** The following Sections shall survive expiration or termination of this Agreement: Sections 2, 6, 7, 9 and any other provision that the parties reasonably contemplate as remaining in effect after expiration or termination of this Agreement.

9.9. **Force Majeure.** Except for Licensee's payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments or government instructions.

9.10. **Validity and Interpretation.** The Licensee acknowledges that it has read this Agreement in its entirety, understands it, and agrees to be bound by its terms and conditions. The Licensee acknowledges and agrees that it desires to execute and accept this Agreement electronically in substitution for conventional paper-based documents for the Licensee's convenience and desires for this Agreement to be regarded as legally valid and enforceable against the Licensee. The Licensee covenants and agrees not to contest the

validity or enforceability of this Agreement under the provisions of any applicable law. The Licensee agrees that this Agreement shall be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

9.11. **Agreement Drafted By All Parties.** This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

**EXHIBIT A-3**  
**FORM OF SOFTWARE ORDER FOR**  
**TOPODOT® FLEX 250 LICENSE**

**IMPORTANT – READ THIS SOFTWARE ORDER** (this “**Software Order**”) **CAREFULLY AND COMPLETELY BEFORE SIGNING AND INSTALLING ANY SOFTWARE REFERENCED HEREIN. .**

This **SOFTWARE ORDER** is entered into by and between **CERTAINTY 3D LLC**, a Florida limited liability company (the “**Licensor**”) and the and the party to which the software identified herein is provided by the Licensor (the “**Licensee**”) under the Master Software License Agreement (the “**Agreement**”) between the parties. The terms and conditions set forth in the Agreement shall have the same meaning when used as defined terms in this Software Order. In the event of any conflict between the provisions of the Agreement and of this Software Order, the provisions of this Software Order shall prevail.

1. **Definitions.** For the purposes of this Software Order, the following terms shall be defined as set forth below:

- 1.1 A “**Registered Workstation**” is a workstation on which the TopoDOT® Processing Suite (the “**TopoDOT® Processing Suite**” or “**TopoDOT®**”) has been installed that has been uniquely identified by the Licensor’s monitoring site. The Licensor will monitor TopoDOT® usage via the web for each Registered Workstation.
- 1.2 A “**User-Day**” is any day (from 12:00 a.m. through 11:59 p.m.) in which the TopoDOT® Processing Suite has been accessed on a Registered Workstation. TopoDOT® access shall initiate a web connection sending the Licensee’s unique license key to the Licensor’s monitoring site for verification, authorization and recorded as a User-Day. Multiple TopoDOT® accesses occurring over a single day from one specific Registered Workstation are counted as one (1) User-Day.
- 1.3 The “**Account**” is the number of TopoDOT® User-Days purchased by the Licensee (including User-Days initially purchased and all User-Days purchased from time to time in the event of an Account deficit).
- 1.4 The “**Account Balance**” is difference between the User-Day Account and the number of User-Days used by a Licensee since December 31 of the previous year.
- 1.5 A “**TopoDOT® License Key**” is a unique code provided by the Licensor to the Licensee. Each time TopoDOT® Processing Suite is accessed the TopoDOT® License Key is submitted over the web to the Licensor’s monitoring site for authentication.



The subject matter of this Software Order and the terms and conditions specifically applicable thereto are as follows:

1. **Licensed Software.** This Software Order relates to the license of the TopoDOT® Processing Suite on an Enterprise basis to multiple users within a single organization (the “**Enterprise TopoDOT® License**”). The TopoDOT® Processing Suite is a comprehensive Bentley MicroStation tool suite application designed to import and process 3D image data such as, but not limited to, point clouds, calibrated images and survey data. The TopoDOT® Processing Suite is a Bentley MicroStation application that will only run on specified Bentley MicroStation versions, and this Software Order does not grant the Licensee any license to, or rights to the use of, Bentley MicroStation.

2. **License Type & Term.** The Enterprise TopoDOT® License provides a perpetual (subject to the terms of this Software License and the Agreement) license to install and use the TopoDOT® Processing Suite on an unlimited number of Registered Workstations. There is no limitation to the number of TopoDOT® installations.

3. **License Fees.** The Licensor shall purchase a quantity of User-Days as provided in **Exhibit B: “Current TopoDOT® Price List.”** As reflected in **Exhibit B: “Current TopoDOT® Price List,”** the Flex 250 User-Day Level selected will provide 250 total User-Days available to the Licensee each year (subject to the terms of the Agreement and this Software Order)

4. **Establishing Account Balance .** The total number of purchased User-Days shall constitute the Licensee’s current Account Balance. As described in the Agreement, payment terms for the purchase of all such User-Days shall be net 30 days. The Licensee acknowledges that, subject to the terms of the Agreement and this Software Order, **Exhibit B: “Current TopoDOT® Price List”** may be amended from time to time by Licensor in its sole and absolute discretion.

5. **Account Balance Maintenance** The Licensee may install TopoDOT® on any workstation. Each time TopoDOT® is accessed from any workstation the Licensee’s unique TopoDOT® License Key is submitted to the Licensor’s monitoring server for authentication. Once authenticated, one User-Day per day per workstation will be deducted from the Licensee’s current Account Balance. Should the Licensee’s Account Balance reach a value of zero, access to TopoDOT will be denied until January 1<sup>st</sup> of the following year at which time the original Account Balance reflecting the total number of purchased User-Days will be restored for the following year.

6. **Additional User-Day Purchase** The Licensee may at any time supplement the current Account Balance by purchasing additional Flex 250 User-Day programs at the current price **Exhibit B: “Current TopoDOT® Price List”**. Each additional Flex 250 purchase shall add 250 User-days to the Account Balance with TopoDOT access reestablished accordingly. On January 1<sup>st</sup> of each year the cumulative sum of all purchased User-days will be restored to the Account Balance for the following year.

7. **Initial Training Fee** The Licensor will provide TopoDOT® internet based training to the Licensee. The Initial Training Fee will be a one time payment due the first January 1<sup>st</sup> following the Effective Date of the first Flex 250 purchase the price shown in **Exhibit B: “Current TopoDOT® Price List”**. The Licensee’s access to Training shall continue for one year after the

Effective Date. The Initial Training Fee for any additional User-Day purchases subject to the terms and conditions of the Flex 250 program may be waived at the Licensor's discretion.

8. **Maintenance.** The Enterprise TopoDOT® License purchased hereunder will initially include access to the TopoDOT® version upgrade, extended maintenance and technical support (collectively, the "**TopoDOT® Maintenance**"). The TopoDOT® Maintenance also provides access to the "Certainty 3D University" training website and certain direct support services provided by the Licensor pursuant to the terms of the TopoDOT® Maintenance program, and may, at the Licensor's election, include other benefits established from time to time by the Licensor for the TopoDOT® Maintenance program.

9. **Maintenance Fee.** TopoDot® Maintenance services will be paid for on January 1<sup>st</sup> of each year. The first payment of fees for such services (the "**Maintenance Fee**") is due on the second occurring January 1<sup>st</sup> after the Effective Date at the price given in **Exhibit B: "Current TopoDOT® Price List"**).

The Licensor reserves the right to update the Maintenance Fee price at any time in its sole discretion; *provided, however*, that the Maintenance Rate shall not increase in any twelve-month period by more than the change for the same period of time in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items (the "**CPI Index**"), or any similar successor index thereto, plus two percent (2%). The applicable Per Day Maintenance Rate used for Maintenance Fees accruing on any January 1<sup>st</sup> will be that rate published by the Licensor as of the December 1<sup>st</sup> preceding such payment date.

Should the Licensee elect not to purchase annual **TopoDOT® Maintenance**, the Licensor may take the following action:

A. The Licensor may deny access to any upgrades and maintenance of the TopoDOT® Processing Suite (whether or not such upgrades or maintenance were previously scheduled);

B. The Licensor may deny access to "Certainty 3D University" training website and other components of the TopoDOT® Upgrade (as herein defined); and

C. The Licensor may deny access to any general support of the TopoDOT® Processing Suite previously provided to the Licensee.

The Licensee acknowledges that the Enterprise TopoDOT® License places complete responsibility for the use of the Enterprise TopoDOT® License and the Licensee's TopoDOT® License Key on the Licensee. The Licensor will provide reasonable support to allow the Licensee to monitor use of the Licensee's TopoDOT® License Key, including access to current User-Day Account Balance status. If requested by Licensee, a more detailed report consisting of specific Workstation information such as Hard Drive ID's, usernames, etc. will be supplied in support of Licensee's management of the use of its Enterprise TopoDOT® License and TopoDOT® License Key. However any misuse, unauthorized use, etc., of the Licensee's Enterprise TopoDOT® License and/or TopoDOT® License Key resulting in deductions from the Licensee's User-Day Account

Balance remain solely the responsibility of the Licensee and subject to the rules and conditions of authorized TopoDOT® License Key use. Without limiting the foregoing, the Licensee acknowledges that the Licensors has no obligation to credit the Licensee's Account, or make any other similar adjustments or credits, for any unauthorized use of the Licensee's Enterprise TopoDOT® License and/or TopoDOT® License Key.

All installations and registrations of any Enterprise TopoDOT® License must be performed in accordance with all Licensors rules, regulations, and procedures, as such rules, regulations, and procedures may be amended by the Licensors from time to time. Without limiting the foregoing, the Licensee (i) acknowledges that proper use of the TopoDOT® Processing Suite for purposes of the Agreement requires an available web connection for each Registered Workstation at least once every fourteen (14) days, and (ii) agrees to provide the Licensors all reasonable and necessary support facilitating proper TopoDOT® integration into the Licensee's operating environment. Such support may include, but is not limited to, "white-listing" the monitoring server on the Licensee's firewall, providing required proxy server credentials and/or verification of the proper loading of TopoDOT® configuration variables.

10. **Validity and Interpretation.** The Licensee acknowledges that it has read this Software Order in its entirety, understands it, and agrees to be bound by its terms and conditions. The Licensee acknowledges and agrees that it desires to execute and accept this Software Order electronically in substitution for conventional paper-based documents for the Licensee's convenience and desires for this Software Order to be regarded as legally valid and enforceable against the Licensee. The Licensee covenants and agrees not to contest the validity or enforceability of this Software Order under the provisions of any applicable law. The Licensee agrees that this Software Order shall be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

**CERTAINTY 3D LLC**, a Florida  
limited liability company

\_\_\_\_\_  
COMPANY NAME

BY:\_\_\_\_\_

BY:\_\_\_\_\_

\_\_\_\_\_  
TED KNAAK  
(PRINTED NAME)

\_\_\_\_\_  
  
(PRINTED NAME)

\_\_\_\_\_  
PRESIDENT  
(TITLE)

\_\_\_\_\_  
  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)

## **EXHIBIT B**

### **TOPODOT® LICENSE PRICE LIST**

December 15, 2014

The following reflects the current prices for TopoDOT®. This Price List is subject to change at any time, subject only to the terms or limitations on increases that may be contained in any existing Master Software License Agreement, and any Software Order or Software Orders related thereto, to which a licensee of TopoDOT® is a party.

#### **SINGLE USER TOPODOT® LICENSE PRICE**

**Single License Fee** (per workstation) --\$4,300

**Maintenance Fee Pay for Usage Option** (per User-Day) -- \$17.50

**Maintenance Fee Fixed Price Option** -- \$3,350

#### **TOPODOT® ENTERPRISE 500 LICENSE**

**Five Hundred (500) User-Days Account Purchase** --\$9,100

**Account Deficit User-Day Price (per User-Day)** --\$22.00

**Maintenance Fee** (per User-Day) -- \$13.50

#### **TOPODOT® ENTERPRISE 1000 LICENSE**

**One Thousand (1,000) User-Days Account Purchase** --\$12,900

**Per-Day Account Deficit User-Day Price (per User-Day)** --\$19.00

**Per-Day Maintenance Fee** (per User-Day) -- \$11.50

#### **TOPODOT® FLEX 250 License**

**Two Hundred and Fifty (250) User-Days Account Purchase** --\$5,200

Due at Time of Purchase

**TopoDOT® Maintenance** -- \$3,350

First payment due on first January 1<sup>st</sup> following Effective Date and annually on January 1<sup>st</sup> thereafter