

GIS Gold-Online License Agreement

THIS AGREEMENT is between DARATECH, Inc., a Massachusetts corporation with registered offices in Cambridge, Massachusetts (hereinafter "DARATECH") and the LICENSEE as described in the Table 1 below.

LICENSEE (Company (legal) name):	Home page URL:	
Registered head office street address:	Incorporated in (province/state/country):	
LICENSEE's Authorized Signatory (Name, and Street Address):	Title:	
	Phone:	
	Email:	
Primary "Licensed User": (Name, Title, Email, Telephone No.):		

Table 1

1. AGREEMENT

In consideration of the mutual covenants and promises set forth herein, DARATECH and LICENSEE agree as follows:

2. DEFINITIONS

"**GIS Gold**" means the licensed electronic publication and/or information service and software that can be accessed from DARATECH's Web site at www.daratech.com (the "DARATECH SITE") and titled "GIS Markets, Opportunities, Market Share, Forecasts" using a log-in User Name (as the term "User Name" is defined hereinafter) and a Password (as the term "Password" is defined hereinafter).

"**Qualified Individual**" means a bona fide, full-time or part-time Employee, as the term "Employee" is defined by Form SS-8, Determination of Worker Status for Purposes of Federal Employment Taxes and Income Tax Withholding - Publication 15-A, Employer's Supplemental Tax Guide. LICENSEE understands and acknowledges that, under this Agreement, solely Qualified Individuals are eligible to become Licensed Users.

"**Licensed User**" means a Qualified Individual authorized by DARATECH to access GIS Gold under this Agreement, and provided by DARATECH with a unique User Name and Password to enable the Licensed User to access GIS Gold.

"**User Name**" means a multi-character code issued by DARATECH to a Licensed User for the purpose of identifying a Licensed User.

"**Password**" means a multi-character code issued by DARATECH to a Licensed User for the purpose of: (1) validating a User Name and, (2) together with its collateral User Name, providing the Licensed User access to GIS Gold.

"**Effective Date**" means the date on which DARATECH receives payment of the License Fee from LICENSEE.

3. GRANT OF LICENSE

Subject to all the terms, conditions and restrictions in this Agreement, DARATECH hereby licenses to the LICENSEE and the LICENSEE hereby licenses from DARATECH GIS Gold. DARATECH will provide GIS Gold to LICENSEE by issuing five (5) Licensed Users with unique User Names and Passwords.

4. LICENSE FEE

The annual license fee for a GIS Gold license (the "License Fee") is US\$6,997 (six thousand nine hundred and ninety-seven United States dollars). The annual license fee entitles the LICENSEE to five (5) Licensed Users. LICENSEES may add additional Licensed Users for an additional fee of US\$165 (one hundred and sixty five United States dollars) for each additional Licensed User.

5. OBTAINING USER NAMES AND PASSWORDS

LICENSEE may submit to DARATECH a list of Qualified Individuals that LICENSEE wishes to have access to GIS Gold. The list shall include the following information for each Qualified Individual: (1) name, (2) company title, (3) company email address, (4) Company Phone Number, and (5) a signed statement as follows: *The sender certifies that every person listed is a Qualified Individual as defined in the GIS Gold license Agreement.* Upon receipt of the License Fee, and a paper original of this Agreement signed by the LICENSEE's Authorized Signatory, shall email, to each of these Qualified Individuals a unique User Name and Password. Only the number of User Name and Password pairs for which DARATECH has received payment shall be issued User Names and Passwords. LICENSEE can submit such a list by filling in the table below, or by email to ruth@daratech.com at any time prior to the expiration of this Agreement.

Please issue a user name and password to the individuals listed in the table below. The undersigned certifies that every person listed is a Qualified Individual as defined in this Agreement.

First and Last Name (Surname)	Company Title	Email address	Telephone No.

6. AUTHORIZED USES OF GIS Gold

DARATECH authorizes LICENSEE the limited, nonexclusive right to use GIS Gold solely in accordance with the terms and conditions of this Agreement (the "License").

6.1. Permitted Use

Subject to the limitations stipulated herein, Licensed Users, and only Licensed Users, are granted the right to print, or download, for their personal use, or for use inside LICENSEE'S organization, Excerpts (as the term "Excerpts" is hereinafter defined). The term "Excerpts" means passages of written material, charts, graphs, forecasts and analyst quotes extracted from GIS Platinum.

6.2. Prohibited Use

LICENSEE and/or Licensed Users are SPECIFICALLY PROHIBITED from using Excerpts for the following purposes (Breach by LICENSEE and/or Licensed Users of one or more of the following prohibited uses of GIS Gold shall be deemed to be a material breach of this Agreement):

- (a) Duplication of GIS Gold for the purpose of including it in another on-line service or resource of any type including but not limited to LICENSEE'S in-house services or resources, or for any purpose other than those permitted by paragraph 6.1 herein,
- (b) Creation of subsets or derivatives GIS Gold, except for the purposes permitted by paragraph 6.1 herein,
- (c) Distribution outside LICENSEE'S organization of information retrieved or derived from data in GIS Gold in any form (printed, electronically relayed, posted to public list services or bulletin boards, or magnetically stored,
- (d) Publishing or transfer to the public domain the content of parts of GIS Gold in any form,
- (e) Advertising and/or promotion,
- (f) To support or promote the sale or value of equities and/or other financial instruments, or in support of obtaining loans or other forms of financing,
- (g) In support or as part of the sales process of products and/or services,
- (h) Inclusion in press releases or other material distributed to the press,
- (i) Distribution to affiliates, business partners, dealers or distributors, and
- (j) Translating the content of GIS Gold or any portion thereof into another natural and/or computer language.

7. COPYRIGHT

LICENSEE acknowledges that the copyright and all other proprietary rights in GIS Gold are the sole and exclusive property of DARATECH. LICENSEE agrees and acknowledges that GIS Gold is extremely valuable, has taken years to compile and necessitated the application of DARATECH'S unique methodologies, skills and software to collect and present. Further, LICENSEE understands and acknowledges that GIS Gold is confidential and is proprietary to DARATECH, and agrees to use all reasonable care to prevent the disclosure, dissemination, copying, and/or use of GIS Gold or any portion thereof in violation of the terms and conditions of this Agreement.

8. PROTECTION OF PROPRIETARY RIGHTS

LICENSEE understands and acknowledges the importance of DARATECH maintaining its proprietary rights over GIS Gold and shall exercise reasonable care to avoid prohibited use of GIS Gold as such prohibited use is defined in this Agreement. LICENSEE shall inform Licensed Users and its other employees that may have access to GIS Gold, or are provided with GIS Gold content, of its usage restrictions under this Agreement, and shall reasonable care to ensure all such employees comply with the terms of this Agreement with respect to their usage of GIS Gold.

9. ATTRIBUTION

LICENSEE shall give proper attribution to DARATECH for any data extracted from GIS Gold as follows:

"This data is the property of Daratech, Inc. Cambridge, MA www.daratech.com."

10. General

10.1. GIS Gold May Be Updated/Changed Without Notice

LICENSEE understands and acknowledges that GIS Gold contains information that will be updated and augmented and sometimes reduced during the term of this Agreement, and that DARATECH reserves the right to Update and/or change the content of GIS Gold without notice.

10.2. Warranty

Since GIS Gold consists of estimates, forecasts, and opinion, it is provided "as is", without warranty of any kind. Further, DARATECH does not warrant, guarantee or make any representations that LICENSEE's use of the GIS Gold will be uninterrupted or error-free, or that the results obtained will be correct or will satisfy LICENSEE's requirements. In using GIS Gold LICENSEE assumes the entire risk as to the content and performance of GIS Gold, and the consideration due under this Agreement reflects such assumption of risk by LICENSEE. DARATECH makes no representations or warranties either express or implied, with respect to GIS Gold including but not limited to, its correctness, quality, performance, merchantability or fitness for a particular use of any GIS Gold content or any information that may be contained in GIS Gold now or in the future. DARATECH's agreement to grant LICENSEE the License is SPECIFICALLY CONTINGENT on LICENSEE's agreement to this paragraph.

10.3. Limitation Of Liability

In no event shall DARATECH be liable for indirect, special, incidental or consequential damages arising out of LICENSEE's use of or inability to use GIS Gold or any of its components or for any loss or damage of any nature caused to any person as a result of the use of the DARATECH web site at www.daratech.com. COMPANY further agrees that in no event shall DARATECH's liability under this Agreement in aggregate exceed the Fee or renewal Fee or add-on fees (whichever apply) received by DARATECH from the COMPANY. COMPANY agrees to indemnify and hold DARATECH harmless against all liability, and defend all suits or threats of suits by any third party, and pay any loss damage, costs or expenses (including, but not limited to, legal fees and expenses, court costs and the cost of appellate proceedings) arising directly or indirectly out of, or in connection with COMPANY's use of GIS Gold. This Paragraph shall survive termination of this Agreement.

10.4. Payment

The entire License Fee is due and payable in United States Dollars upon execution of this Agreement by LICENSEE and its acceptance by DARATECH.

10.5. Duration and Provisions that Survive This Agreement

The Duration of this Agreement shall be one year beginning on the Effective Date and ending 12 calendar months thereafter. The provisions of **paragraphs 6.2, 7, 8, 10.2, 10.3, 10.5, 10.9, 10.19, 10.20, 10.21** of this Agreement and all their sub paragraphs shall survive the expiration or termination of this Agreement.

10.6. Renewal

This Agreement may be renewed, for an additional year provided payment for the renewal is received by DARATECH prior to the date this Agreement terminates.

10.7. Termination

DARATECH shall have the right to terminate this Agreement upon breach of any of its terms by LICENSEE, which is not, and/or can not be cured within thirty (30) days after written notice thereof (the "Grace Period").

10.8. Cessation Of Access To GIS Gold

LICENSEE's and Authorized Users' access to GIS Gold shall cease immediately upon termination of the Agreement or if a breach of its terms and/or conditions has not been cured within the Grace Period.

10.9. Nondisclosure of Terms And Conditions

Except as may be required by law or governmental rules and regulations, DARATECH and LICENSEE agree not to publicly or privately announce or disclose the terms and conditions of this Agreement without first securing the written consent of the other party.

10.10. Assignment

This Agreement shall bind and inure to the benefit of LICENSEE and DARATECH and their respective legal representatives, successors and assigns, except that LICENSEE shall not delegate any of its or its obligations under this Agreement, or assign this Agreement without the prior written consent of DARATECH, and DARATECH may at its sole option assign this agreement to a subsidiary or an affiliated corporation or a party that has purchased the GIS Gold information service from Daratech.

10.11. Force Majeure

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for payment of money) on account of strike, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, terrorism, government action, labor conditions, or any other cause which is beyond the reasonable control of such party.

10.12. Delays

Failure or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power.

10.13. Entire Agreement

This Agreement shall constitute the entire agreement of the parties with respect to the subject matter hereof, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between the parties in such respect.

10.14. Amendment Only In Writing

This Agreement may only be amended or modified or terminated, and any right under this Agreement may be waived in whole or in part, only by a prior writing signed by both parties.

10.15. Severability

The invalidity or unenforceability of any of the covenants, phrases or clauses in this contract shall not affect the remaining portions hereof, but this contract shall be construed as if such invalid covenant, phrase or clause had not been contained herein.

10.16. Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed by both parties to the Agreement shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instruments.

10.17. Headings And Captions

This Agreement contains headings and captions only for convenience of reference, which headings do not form part, shall not be used in construction, and do not define the limit or describe the scope or intent of any provision of this Agreement.

10.18. Singular, Plural, Masculine, Feminine

Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine and neuter adjectives include one another.

10.19. Governing Laws

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. Each of the parties hereto agrees that any suit, action or proceeding instituted against such party under or in connection with this Agreement shall be brought only in a court of competent jurisdiction in the Commonwealth of Massachusetts or in the US District Court for the District of Massachusetts. By execution hereof, each party hereto irrevocably waives any objection to, and any right of immunity on the grounds of improper venue, the convenience of the chosen forum, the personal jurisdiction of such courts or the execution of judgments resulting therefrom. Each party hereby irrevocably accepts and submits to the exclusive jurisdiction of such courts in any such action, suit or proceeding. Each party hereby irrevocably designates, appoints and empowers in the case of any of the aforementioned courts, each and every one of its authorized agents to receive for and on behalf of each party the service of any writ, judgment or other notice of legal process in connection with any suit, action or proceeding in any of such courts, delivery of which to such party shall be as provided for in paragraph 10.21 herein.

10.20. Attorney's Fees

In the event of a lawsuit between the parties, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees and expenses in an amount determined by the court adjudicating the lawsuit in addition to any other sums to which it may be entitled.

10.21. Notice

Any notice to be given hereunder (the "Notice") shall be in writing and signed by the party or the party's attorney and shall be deemed to have been given: (a) when delivered by hand, (b) when mailed by certified mail all charges prepaid, (c) when sent by nationally recognized express package courier, and addressed to (the "Notice Address") as defined below:

In the case of DARATECH:
CEO
Daratech, Inc.
POBox 380410
Cambridge, MA 02228 USA

In the case of LICENSEE:
LICENSEE Authorized Signatory (as the term "LICENSEE Authorized Signatory" is defined below), and at the address indicated in Table 1 for the LICENSEE's Authorized Signatory.

11. Authorized Signatures

The LICENSEE's representative signing this Agreement for the LICENSEE (the "LICENSEE's Authorized Signatory") hereby represents and warrants that she/he has the full power and authority to enter into and bind the LICENSEE to this Agreement, and that their parent corporations, subsidiaries, divisions, affiliated entities, principals, successors and assigns shall be bound by the terms hereof.

IN WITNESS WHEREOF, DARATECH and LICENSEE have caused this Agreement to be executed as of dates set forth below:

FOR DARATECH:

FOR LICENSEE:

By: _____
Ruth Murphy
Authorized Signature

By: Signature: _____

Date: _____

Date: _____

Name (Print): _____

Email: ruth@daratech.com
Phone: +1 617 418 1153 Fax: +1 617 354 7822

Title (Print): _____

Email (print): _____

Please execute, then scan, and email this Agreement as a "pdf" document to ruth@daratech.com, and send two executed paper originals of this Agreement by post, or express delivery to Daratech, Inc., PO Box 380410, Cambridge, MA 02238-0410. Once payment is received, DARATECH will execute the Agreement and mail a signed paper original to LICENSEE's Notice Address.

I authorize DARATECH to charge my credit card \$_____ for the License Fee. I understand and acknowledge that this payment is not refundable once Licensed Users have been sent their User Names and Passwords.

Authorized signature: _____

Name of cardholder as it appears on the card: _____

Card Number: _____ Exp Date: _____