BOILER BAY INC.

TRIAL SOFTWARE LICENSE AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN YOU, HEREINAFTER REFERRED AS "THE CLIENT", AND BOILER BAY INC., A CALIFORNIA CORPORATION, HEREINAFTER REFERRED TO AS "BOILER BAY", REGARDING THE TRIAL OF THE BOILER BAY PRODUCT KNOWN AS AIRMAP, HEREINAFTER REFERRED TO AS THE "SOFTWARE". BY ACCESSING AND HEREINAFTER USING THE SOFTWARE THE CLIENT CONSENTS TO BE BOUND BY AND BECOMING A PARTY TO THIS AGREEMENT.

1. TERMINOLOGY

Java Map Implementations manifest the behaviors specified in the Java Map Specifications.

AirMap is plug-compatible with the Java Map Implementations.

2. GRANT OF LICENSE

Boiler Bay grants to the Client the non-transferable, non-exclusive right to use the Software for trial purposes during the agreed upon term. The Client may use the Software on any computer owned, leased, or otherwise controlled solely by the Client.

3. RESTRICTIONS

Under this license the Client MAY NOT:

i. sell, lease, rent, license, sublicense or otherwise distribute the Software or any part thereof to any person or entity;
ii. use the Software for any purpose other than expressly permitted by this Agreement;
iii. reproduce, modify, copy, transmit or create derivative work of all or any portion of the Software;
iv. reverse engineer, decompile, or disassemble the Software or otherwise attempt to recreate all or any portion of the Software;
v. remove the copyright notice from the Software or the written materials, if any;
vi. use the Software for any illegal purpose, or in violation of any local, state, national, or international law;
vii. authorize any third party to do any of the foregoing.

4. CONTENT IN THE SOFTWARE

i. The Client understands that all information (such as data files, written text, computer software, music , audio files or other sounds, photographs, videos or other images) which the Client may have access to as part of, or through the Client's use of, the Software are

the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

ii. The Client acknowledges and agrees that the Content provided through the Software may be protected by intellectual property rights which are owned by the Content owners. The Client may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless the Client has been specifically has been authorized do so by the owners of that Content, in a separate written agreement.

iii. The Client understand that by using the Software the Client may be exposed to Content that may be found offensive, indecent or objectionable and that, in this respect the Client uses the Software at the Client's own risk.

iv. The Client agrees that the Client is solely responsible for (and that Boiler Bay has no responsibility to the Client or to any third part for) any Content that the Client creates, transmits or displays while using the Software and for the consequences of the Client actions (including any loss or damage which Boiler Bay may suffer) by doing so.

5. PROPRIETARY RIGHTS

The Client acknowledges and agrees that the Software is a proprietary product of Boiler Bay whether or not patented or copyrighted. The Client further acknowledges and agrees that all right, title, and interest in and to the Software, including associated intellectual property rights, is and shall at all times be and remain with Boiler Bay. This Agreement does not convey to the Client an interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this Agreement. No right, title, or interest in or to any trademark, service mark, logo or trade name of Boiler Bay is granted under this Agreement.

6. TERM

This Agreement shall become effective as of date in which the Client receives the compressed files that constitute the Software, and until terminated. The trial period is 90 days from the date the Client downloads the compressed files.

Boiler Bay may terminate this Agreement early in the event that:

i. The Client uses the Software in violation of this Agreement or otherwise engages in any action that, in Boiler Bay's sole discretion, may harm Boiler Bay;

ii. Boiler Bay determines that it is in the best interest of Boiler Bay to terminate the Agreement;

iii. Client has otherwise breached the terms of this Agreement.

7. NO WARRANTY OR SUPPORT

ANY USE BY THE CLIENT OF THE SOFTWARE IS AT THE CLIENT'S OWN RISK. THE SOFTWARE IS PROVIDED FOR USE "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW,

BOILER BAY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. BOILER BAY IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO OR TECHNICAL SUPPORT OF THE SOFTWARE. BOILER BAY DOES NOT WARRANT THAT THE SOFTWARE OR ANY PART THEREOF WILL MEET THE CLIENT'S REQUIREMENTS OR BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED. SUPPORT FOR THE TERM OF THE LICENSE WILL BE PROVIDED AT BOILER BAY'S SOLE DISCRETION AND MAY BE CONDITIONED UPON PAYMENT OF FEES.

8. NO LIABILITY FOR DAMAGES

IN NO EVENT SHALL BOILER BAY OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, DIRECT, INDIRECT, SPECIAL AND CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING FAULT, NEGLIGENCE AND THE FAILURE OF THE ESSENTIAL PURPOSE. BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO THE CLIENT.

9. INDEMNIFICATION

The Client shall defend, indemnify and hold harmless Boiler Bay, its Affiliates, and their licensors, officers, directors, agents and employees from any liability, loss damage, cost or expense (including reasonable attorney's fees) arising out of any act or omission by the Client in connection with its use of the Software.

10. GOVERNING LAW AND JURISDICTION

i.	This Agreement and all rights and obligations hereunder, including but not limited to matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of California.

ii.	Each of the parties hereto agrees that venue for any legal action arising out of this Agreement shall lie exclusively with the State courts located in Santa Cruz County, CA.

11. PREVAILING AGREEMENT

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any license agreements appearing with or in the software products comprising the Software, this Agreement shall prevail.

12. ASSIGNMENT

This Agreement may not be assigned by the Client without the prior written consent of Boiler Bay. Boiler Bay may assign this Agreement without the Client's consent.

13. SEVERABILITY

Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

14. ENTIRE AGREEMENT; NO WAIVER; AMENDMENT

This Agreement represents the entire agreement concerning the Software between the Client and Boiler Bay, and it supersedes any prior proposal, representation, or understanding between the parties. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.