

# MapTiler: Software License Agreement

This SOFTWARE LICENSE AGREEMENT ("AGREEMENT") is made and entered into effective as of [date of purchase] by and between Klokantech GmbH, 6314 Unterägeri, Switzerland ("KLOKAN") and [the customer] ("CLIENT").

WHEREAS KLOKAN has developed the computer software product MapTiler in variants Pro, Plus or Start with supporting scripts and tools including related materials and documentation ("SOFTWARE"), owns all rights in the SOFTWARE, and is entitled to grant a license to use the SOFTWARE; and

WHEREAS CLIENT is interested in acquiring rights to use the SOFTWARE for the purpose of repetitive internal rendering of the map tiles; and

WHEREAS KLOKAN, subject to the terms and conditions set forth in this AGREEMENT, is willing to grant CLIENT such a license;

NOW THEREFORE the parties hereto agree as follows:

## 1. Grant of License

- 1.1. Subject to the terms and conditions of this AGREEMENT, KLOKAN hereby grants the CLIENT a non-exclusive, non-transferable and non-sublicensable license to use the SOFTWARE solely for the purpose of repetitive internal rendering of map tiles.
- 1.2. The tiles generated by the SOFTWARE can be part of a product or of a service provided by the CLIENT. The CLIENT is entitled to create an online commercial service for third parties which are paying for accessing the tiles rendered and hosted by the CLIENT.
- 1.3. The CLIENT is entitled to make copies of the SOFTWARE, provided that all copyright notices and other legends of ownership are reproduced on each copy or partial copy of the SOFTWARE.
- 1.4. The CLIENT is entitled to add new features or integrate the SOFTWARE into an internal workflow for rendering of maps, provided that it is used solely for the purpose of repetitive internal rendering of map tiles in accordance with this AGREEMENT.

## 2. Restrictions on use

- 2.1. The SOFTWARE provided to the CLIENT under this AGREEMENT is licensed, not sold. KLOKAN reserves all rights not expressly granted.
- 2.2. Except as expressly authorized in this AGREEMENT or permitted by law, the CLIENT shall not, nor permit others to distribute, rent, lease or sell the SOFTWARE, any part of it, or any copy, adaption, transcription, or merged portion of it. In particular, the CLIENT is not allowed to provide the SOFTWARE itself or any part of it to a third party, or to expose the SOFTWARE functionality via an automated service to a third party.
- 2.3. This AGREEMENT entitles the CLIENT to **install and use the SOFTWARE on only one computer at a time** and utilize only the purchased number of computing units (CPU cores) simultaneously. Separate license must be purchased for each computer or each node of a computer cluster.

## 3. Delivery of SOFTWARE

- 3.1. The SOFTWARE is delivered to the CLIENT together with the user manual, so that it is practically usable by the CLIENT from the moment of adoption onward.

3.2. Updates or new features developed by KLOKAN are not supplied as part of this AGREEMENT.

#### **4. Open source libraries**

- 4.1. The CLIENT is aware that the SOFTWARE depends on open-source libraries, namely on GDAL library, and that these dependencies are available under separate licenses.
- 4.2. The CLIENT is aware that these dependences may be provided with notices and open source licenses from the global community of open source developers and/or third parties that govern the use of those portions, and agrees that any licenses granted hereunder do not alter any rights and obligations the CLIENT may have under such open source licenses.
- 4.3. The disclaimer of warranty and limitation of liability provisions in this AGREEMENT will apply to all software distributed by KLOKAN to the CLIENT.

#### **5. Intellectual Property Rights**

- 5.1. The CLIENT agrees that the SOFTWARE and the related documentation contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and that all right, title, and interest in and to the SOFTWARE and the related documentation including, but not limited to, copyright and other intellectual property rights therein and thereto, are owned by and remain the property of KLOKAN.
- 5.2. The CLIENT does not obtain any rights in the SOFTWARE other than those expressly granted in this AGREEMENT.

#### **6. Confidentiality of SOFTWARE and Documentation**

- 6.1. The SOFTWARE and the related documentation (and all portions thereof, collectively and separately) are proprietary to KLOKAN and contain valuable trade secrets, and shall be considered confidential information of KLOKAN hereunder (whether or not marked with a legend identifying it as "confidential"). The CLIENT shall, at all times, keep the SOFTWARE and the related documentation confidential and shall not permit the same to be used, copied, disclosed or disposed of except in accordance with this AGREEMENT.

#### **7. Disclaimer of Warranties**

- 7.1. The CLIENT knows the SOFTWARE. The SOFTWARE can be tested on the sample data with publicly available MapTiler Free or on request available demo of MapTiler Pro. Suitability of the functionality and quality of produced tiles is confirmed by the CLIENT during the order.
- 7.2. Except to the extent allowed by law, the SOFTWARE is provided to the CLIENT "as is" without warranties or conditions of any kind, whether oral or written, express or implied.
- 7.3. In particular, KLOKAN is not responsible for any future changes of environment where the SOFTWARE runs (the CLIENT's system), changes of the data formats or compatibility with future software (or any software that has not been explicitly tested) or any software provided by third party.

#### **8. Limitation of Liability**

- 8.1. Except to the extent prohibited by law, in no event shall KLOKAN, or its employers or officers, be liable for direct, indirect, special, incidental, consequential or other damages (including lost profit or lost data) arising out of the use, inability to use, or the results of the use of the SOFTWARE, whether based in warranty, contract, tort or other legal theory, and whether or not advised of the possibility of such damages.

8.2. In any event, KLOKAN's entire liability under this AGREEMENT or for any cause of action shall be limited to the amounts previously paid by CLIENT under this AGREEMENT.

## **9. Term and Termination**

9.1. The term of the license is perpetual.

9.2. KLOKAN may immediately terminate the CLIENT's license if the CLIENT fails to comply with the provisions of this AGREEMENT. The CLIENT promises to permanently deleting the SOFTWARE in its entirety and to return to KLOKAN all relevant documents relating to the SOFTWARE within one week after the termination of the AGREEMENT.

9.3. The CLIENT may terminate the license at any time by permanently deleting the SOFTWARE in its entirety and returning all relevant documentation to KLOKAN.

9.4. The provisions of Sect. 4 – 8 and 10 – 12 shall survive any termination or expiration of this AGREEMENT and remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

## **10. Severability**

10.1. In the event that one or more individual provisions of this AGREEMENT become invalid, the validity of the remaining provisions shall remain unaffected. Any legally invalid provisions which this AGREEMENT may contain will be replaced with appropriate provisions which ensure that the intentions of the PARTIES at the time of signing will be reflected as closely as possible. The invalid provisions will be used as a guide to create valid provisions in their place.

## **11. Changes to this Agreement**

11.1. Any change of this AGREEMENT must be made in writing in order to take effect.

## **12. Governing Law, Jurisdiction**

12.1. This AGREEMENT and all matters arising out of it shall be governed by Swiss Law. The parties expressly waive the application of the UN Convention on Contracts for the International Sale of Goods (CISG).

12.2. The place of jurisdiction for all disputes between the parties shall be Unterägeri/Zug, Switzerland.