

Cesium ion Components Software License Agreement

NOTICE TO USER: PLEASE READ THIS CESIUM ION COMPONENTS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND CESIUM GS, INC. ("CESIUM"), A DELAWARE CORPORATION, LOCATED AT 21 S 11TH STREET, PHILADELPHIA, PA 19107. BY USING ALL OR ANY PORTION OF THE CESIUM ION COMPONENTS MADE AVAILABLE BY CESIUM, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. FURTHERMORE, YOU ACKNOWLEDGE THAT CESIUM RESERVES THE RIGHT TO UPDATE THE TERMS FROM TIME TO TIME, SUCH CHANGES TAKING EFFECT UPON DELIVERY AND/OR USAGE OF ANY SUBSEQUENT VERSION UPGRADE. IF THE TERMS ARE UPDATED, THE UPDATED TERMS MAY BE AVAILABLE UPON REQUEST. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, DO NOT USE THE CESIUM ION COMPONENTS. IF YOU ACQUIRED THE CESIUM ION COMPONENTS WITHOUT AN OPPORTUNITY TO REVIEW THIS LICENSE AND YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY OBTAIN A REFUND OF THE AMOUNT YOU ORIGINALLY PAID FOR THE CESIUM ION COMPONENTS PROVIDED YOU: (A) DO NOT USE THE CESIUM ION COMPONENTS, (B) YOU DO NOT MAKE OR KEEP ANY COPIES OF THE CESIUM ION COMPONENTS, AND (C) YOU RETURN IT WITHIN THIRTY (30) DAYS OF THE ORIGINAL PURCHASE DATE ALONG WITH EVIDENCE OF THE DATE OF PURCHASE AND ORIGINAL PURCHASE PRICE. CESIUM PROVIDES THE CESIUM ION COMPONENTS AND DOCUMENTATION, AND LICENSES ITS USE TO YOU. YOU ACCEPT ALL RESPONSIBILITY AND LIABILITY RESULTING FROM THE SELECTION OF CESIUM ION COMPONENTS TO ACHIEVE YOUR INTENDED RESULTS. YOU ALSO ACCEPT ALL RESPONSIBILITY AND LIABILITY RESULTING FROM THE INSTALLATION, USE AND RESULTS OBTAINED FROM CESIUM ION COMPONENTS, AND FOR RELIANCE ON THE RESULTS OBTAINED.

DEFINITIONS

"Clients" means a Designated Computer that connects to and makes requests of a Designated Server.

"Component Developer Resources" means the Documentation, installation utilities and Component reference applications, if any, as provided and owned by CESIUM.

"Designated Computer" means a single electronic device for storing and processing data.

"Designated Server" means a single logical network entity that provides capability to Clients.

"Documentation" means the licensed specifications, user manuals, installation instructions and other supporting materials, including additional, updated or revised materials, if any, that are provided by CESIUM in connection with Cesium ion Components.



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"End-User(s)" means a licensed user of your Software Application(s).

"Library" means a dynamic linked library that is a collection of software functions that can be called by a higher-level program that individually or as part of a collection form a Cesium ion Component.

"Licensed Number of Processing Cores" means the number of processing cores the Software Application will utilize per Cesium ion Components License. The Licensed Number of Processing Cores for this Agreement shall be specified in the applicable Ordering Documents. If not specified, the Licensed Number of Processing Cores is eight (8).

"License Term" means a period for use of your Cesium ion Components License, as specified on your Ordering Documents.

"Ordering Documents" means a sales quotation, purchase order or other contractual document that identifies the Cesium ion Components License You ordered.

"Product Configuration" means the totality of the Software being licensed in the specific configuration desired.

"Software" means the CESIUM software, software modules, extensions for the software and all of the contents of the files, disks(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) CESIUM or third party computer information or software; and (ii) digital images, stock photographs, video, clip art, sound(s) or other work.

“Software Application” means a custom application created by You that incorporates Cesium ion Components and software and/or functionality derived from Component Developer Resources and utilizes up to the Licensed Number of Processing Cores. Distribution is constrained by Cesium ion Component Licenses as set forth in the applicable Ordering Documents.

“Cesium ion Components” means CESIUM software technology that includes CESIUM functionality and subprograms or dynamic linked libraries, including but not limited to the Cesium ion Engine, Cesium 3D Tiling Pipeline, and the Cesium Analytics Software Development Kit (SDK).

“Cesium ion Components License” means a run-time license purchased from CESIUM that is required for authorized access to a Software Application appropriate to the environment in which the Software Application will be deployed, and consists of one of the following:

“Cesium ion Components Local Computing License”, which authorizes deployment of a Software Application, utilizing up to the Licensed Number of Processing Cores, to be deployed on a Designated Computer.

“Cesium ion Components Enterprise Server License”, which authorizes deployment of a Software Application, utilizing up to the Licensed Number of Processing Cores, to an unlimited number of Clients, on a Designated Server(s).

“Third Party Content” means software (whether embedded or not) and other materials owned and licensed by third parties that is supplied by CESIUM with Cesium ion Components.

“Use or Using” means to access/open, install, download, copy, or otherwise benefit from Cesium ion Components or the Documentation.

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CESIUM grants to You a personal, non-exclusive, non-transferable license solely to use the Software as set forth in the applicable Ordering Documents, (i) for which the applicable license fees have been paid and, (ii) in accordance with the terms and conditions set forth in this Agreement and the supplemental terms assigned to the Product Configuration of the Software you have ordered or as authorized by CESIUM.

Permitted Uses

For each Cesium ion Components License purchased You may:



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- Use Cesium ion Components as set forth in the applicable Ordering Documents(s);
- Install and use the Software on a computing device;
- Make one (1) copy of the Software in any machine readable form for archival and backup purposes only;
- Move the Software in the licensed Product Configuration to a replacement computer;
- Use the Software in conjunction with an internet enabled conferencing environment solely to show displays of products to support real time collaborative activities with your customers, partners, or subcontractors; and
- Build Software Applications for Internal Research and Development and End Use, including deployment in corporate or operational environments and for commercial resale.

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- You shall make payments of all license fees required under this Agreement in accordance with the terms of the invoice provided by CESIUM, and You have purchased the appropriate Cesium ion Components License for each copy of the Software Application that You deploy or sell;
- You must give proper acknowledgment of the copyright(s), trademarks and other proprietary notices of CESIUM;
- You shall not create Software Applications that directly compete with the CESIUM Software Products. Your license under this Addendum is solely for the creation of Software Applications for third parties, and not for the creation of products to be sold in competition with CESIUM's Software Products; and

Unless otherwise agreed to by the parties in writing, You shall permit the use of Software Applications by End Users subject to a written end-user license agreement (EULA) that, at a minimum:

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- Prohibits the End-User from distributing, transferring, leasing or renting the CESIUM Software or any component thereof to a third party except as a component of a Software Application;
- Depending on the environment on which the Software Application will be deployed, requires the appropriate Cesium ion Components License for the Software Application;
- Includes the statement that the End-User accepts all risks and liability arising from the installation, use and results obtained from use of the Software Application or any component thereof; for any purpose and for reliance on the results obtained from the use of the Software Application or any component thereof for any purpose.

License Restrictions

If you purchase a Cesium ion Components Local Processing License, You shall not:

- Distribute, license, lease, sell, transfer or otherwise disseminate through any means now existing or later developed, Cesium ion Components, or distribute, license, sell, or transfer any component of Cesium ion Components, except as part of a Software Application;
- Reverse assemble, reverse compile or translate any Library of Cesium ion Components;
- Remove a copyright notice, disclaimer, or other form of attribution from any Library of Cesium ion Components;
- Operate the Cesium ion Components in excess of the amount of Licensed Number of Processing Cores on the Designated Computer;
- Share any Library or any source code of Cesium ion Components over a network or access to any Library of a Cesium ion Components over a network to any unlicensed Clients, for any purpose;
- Circumvent the operation of any Cesium ion Components License by any means;
- Operate multiple copies of the software at the same time on different computers;
- Distribute any of the Component Developer Resources, as provided by CESIUM, except as incorporated into a Software Application;
- Operate the Cesium ion Components on a new Designated Computer without uninstalling the Cesium ion Components from the then current Designated Computer; and



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- Deploy a version of the Cesium Analytics SDK that has not been minified. “Minified” means to have removed all unnecessary characters and minimally renamed identifiers in source code without changing the functionality.

If you purchase a Cesium ion Components Enterprise Server License, You shall not:

- Distribute, license, lease, sell, transfer or otherwise disseminate through any means now existing or later developed, Cesium ion Components, or distribute, license, sell, or transfer any component of Cesium ion Components, except as part of a Software Application;
- Reverse assemble, reverse compile or translate any Library of Cesium ion Components;
- Remove a copyright notice, disclaimer, or other form of attribution from any Library of Cesium ion Components;
- Operate the Cesium ion Components in excess of the amount of Licensed Number of Processing Cores on the Designated Server;
- Circumvent the operation of any Cesium ion Components License by any means;
- Distribute any of the Component Developer Resources, as provided by CESIUM, to a Client, except as incorporated into a Software Application;
- Operate the Cesium ion Components on a new Designated Server without uninstalling the Cesium ion Components from the then current Designated Server;
- Share the source code of the Cesium ion Components outside of the Software Application, for any purpose; and
- Deploy a version of the Cesium ion Analytics SDK that has not been minified. “Minified” means to have removed all unnecessary characters and minimally renamed identifiers in source code without changing the functionality.

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The limitations of the Agreement with respect to distribution and transfer of the Software shall not apply to the extent Software is transferred and/or distributed as a component of a Software Application.

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3. LIMITATION OF LIABILITY

IN NO EVENT WILL CESIUM OR ITS SUPPLIERS, DISTRIBUTORS, OR DEALERS BE LIABLE TO YOU FOR ANY INDIRECT OR OTHER DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, OR A LOSS OF DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF CESIUM OR ANY AUTHORIZED CESIUM BUSINESS PARTNER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL CESIUM BE LIABLE FOR ANY SIMILAR CLAIM AGAINST YOU BY ANY OTHER PARTY.

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CESIUM will indemnify You from and against any loss, liability, cost or expense, including reasonable attorney's fees, that You incur as a result of any claims, actions, or demands by a third party alleging that Your licensed use of the Software infringes on a U.S. patent, copyright, or trademark, provided that:

CESIUM is notified in writing within fifteen (15) business days of such claim;
You provide CESIUM with documents describing the allegations of infringement;

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CESIUM has the sole control of defense of any action and negotiation related to the defense or settlement of any claim; and

You reasonably cooperate in the defense of the claim at CESIUM's request and expense.

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CESIUM'S OBLIGATIONS ARE SOLELY FOR INFRINGEMENT DAMAGES AND COSTS AWARDED AGAINST YOU. IN NO EVENT SHALL ANY OTHER LIABILITY OF CESIUM TO YOU EXCEED THE AGGREGATE AMOUNT OF THE APPLICABLE LICENSE FEE RECEIVED BY CESIUM FOR THE ALLEGEDLY INFRINGING SOFTWARE, OR ANY PART THEREOF. YOU AGREE THAT THE FOREGOING STATES YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED PATENT OR COPYRIGHT INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION.

5. INDEMNIFICATION

You agree to indemnify, defend and hold harmless CESIUM and its suppliers from any and all claims or lawsuits, including attorney's fees, arising out of or in connection to Your use and operation of Cesium ion Components, and the distribution of Software Applications that You have created using Cesium ion Components.

6. EXPORT CONTROL REGULATIONS

You hereby acknowledge and agree that the Software and Product Configuration(s) provided under this Agreement are subject to U.S. Export Control Regulations and Laws, including but not

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limited to the Export Administration Regulations (EAR) and as may be applicable, the International Traffic in Arms Regulations (ITAR), and may be subject to the import or export regulations of other countries. You agree to strictly comply with all such laws and regulations and acknowledge your responsibility to obtain licenses for export, re-export or import of the Software, as may be required. You acknowledge and agree to comply with U.S. anti-boycott laws and regulations, including but not limited to those regarding foreign boycott of Israel, as administered by the U.S. Internal Revenue Service (IRS) and the U.S. Department of Commerce, Office of Anti-boycott Compliance (OAC). In the event that transfer of bank funds to CESIUM results from this Agreement, all transactions shall be exclusively and directly between your bank and CESIUM's bank, and shall not be used for transactions in violation of U.S. law, including but not limited to laws administered by the U.S. Department of Treasury, Office of Foreign Asset Control (OFAC). This export control provision shall survive the expiration or termination of this Agreement.

7. TERMINATION

The license granted under this Agreement is effective until terminated. You may terminate this license at any time by destroying all copies of the Software in your possession, and providing written notice of such termination and destruction to CESIUM. The license granted under this Agreement will terminate if you violate any of the terms and conditions of this Agreement, including without limitation, to pay the license fees and any other sums due CESIUM pursuant to this Agreement. You agree, upon such termination, to promptly destroy all copies of the Software in your possession and to certify in writing to CESIUM that such action has been taken.

8. GOVERNING LAW

Customers in the United States and its Territories: This Agreement shall be governed and construed in accordance with the laws of the state of Delaware, except that U.S. Federal law shall govern in matters of intellectual property.

All Other Customers: Any dispute arising out of or relating to this Agreement or the breach thereof that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The language of arbitration will be English. The place of the arbitration shall be at an agreed upon location. This Agreement shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

9. ASSIGNMENT

None of your rights, duties or obligations under this Agreement may be sold, sublicensed, assigned, rented, licensed, loaned or otherwise transferred without the prior written consent of CESIUM, and any attempt to so sell, sublicense, assign, rent, lease, loan or transfer without CESIUM's prior written consent is void.

Notwithstanding the foregoing provision, CESIUM shall permit transfers of this Agreement from prime contractors to government end users, provided the original software purchase transaction was completed pursuant to a valid contract, and you have obtained CESIUM's prior written consent, which shall not be unreasonably withheld.

10. NOTICES

Any notices regarding this Agreement shall be sent to: Cesium GS, Inc.

Attn: Contracts Department
21 S 11th Street
Philadelphia, PA 19107
Email: bonnie@cesium.com

11. INTELLECTUAL PROPERTY AND OWNERSHIP

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13. THIRD PARTY CONTENT

The Software utilizes Third Party Content, which is subject to the terms and conditions of such respective third parties. Third party terms, conditions and copyright attributions are included with the Software.

14. ACKNOWLEDGEMENTS

YOU HAVE READ THIS ENTIRE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING AND CONTRACT BETWEEN US AND SUPERSEDES ANY AND ALL PRIOR ORAL OR WRITTEN COMMUNICATIONS RELATING TO THE SUBJECT MATTER HEREOF.

THIS AGREEMENT MAY NOT BE MODIFIED, AMENDED OR IN ANY WAY ALTERED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH YOU AND CESIUM.

ANY PROVISION FOUND BY A COURT OF LAW TO BE ILLEGAL, INVALID, OR UNENFORCEABLE SHALL AUTOMATICALLY BE DEEMED CONFORMED TO THE MINIMUM REQUIREMENTS OF LAW AND IT, WITH ALL OTHER PROVISIONS, SHALL BE GIVEN FULL FORCE AND EFFECT. WAIVER OF A PROVISION IN ONE INSTANCE SHALL NOT PRECLUDE ITS ENFORCEMENT ON FUTURE OCCASIONS. SUCH FINDINGS OF ILLEGALITY, INVALIDITY, AND/OR UNENFORCEABILITY OF ONE OR MORE OF THE PROVISIONS HEREIN SHALL NOT AFFECT THE REMAINING PROVISIONS.

YOU HEREBY AGREE THAT CESIUM WOULD BE IRREPARABLY DAMAGED IF THE TERMS AND CONDITIONS OF THIS AGREEMENT WERE NOT SPECIFICALLY ENFORCED, AND THEREFORE YOU AGREE THAT CESIUM SHALL BE ENTITLED TO APPROPRIATE EQUITABLE REMEDIES INCLUDING BUT NOT LIMITED TO INJUNCTIVE RELIEF WITH RESPECT TO BREACHES OF THIS AGREEMENT, IN ADDITION TO SUCH OTHER REMEDIES AS CESIUM MAY OTHERWISE HAVE AVAILABLE TO IT UNDER APPLICABLE LAWS.

IN THE EVENT THAT EITHER PARTY IS REQUIRED TO BRING AN ACTION, SUIT, OR OTHER PROCEEDING FOR THE ENFORCEMENT OF ANY PROVISION OF OR UNDER THIS AGREEMENT, EACH PARTY WILL BE RESPONSIBLE FOR THEIR OWN COSTS AND EXPENSES, INCLUDING ATTORNEY AND PROFESSIONAL OR EXPERT FEES.