

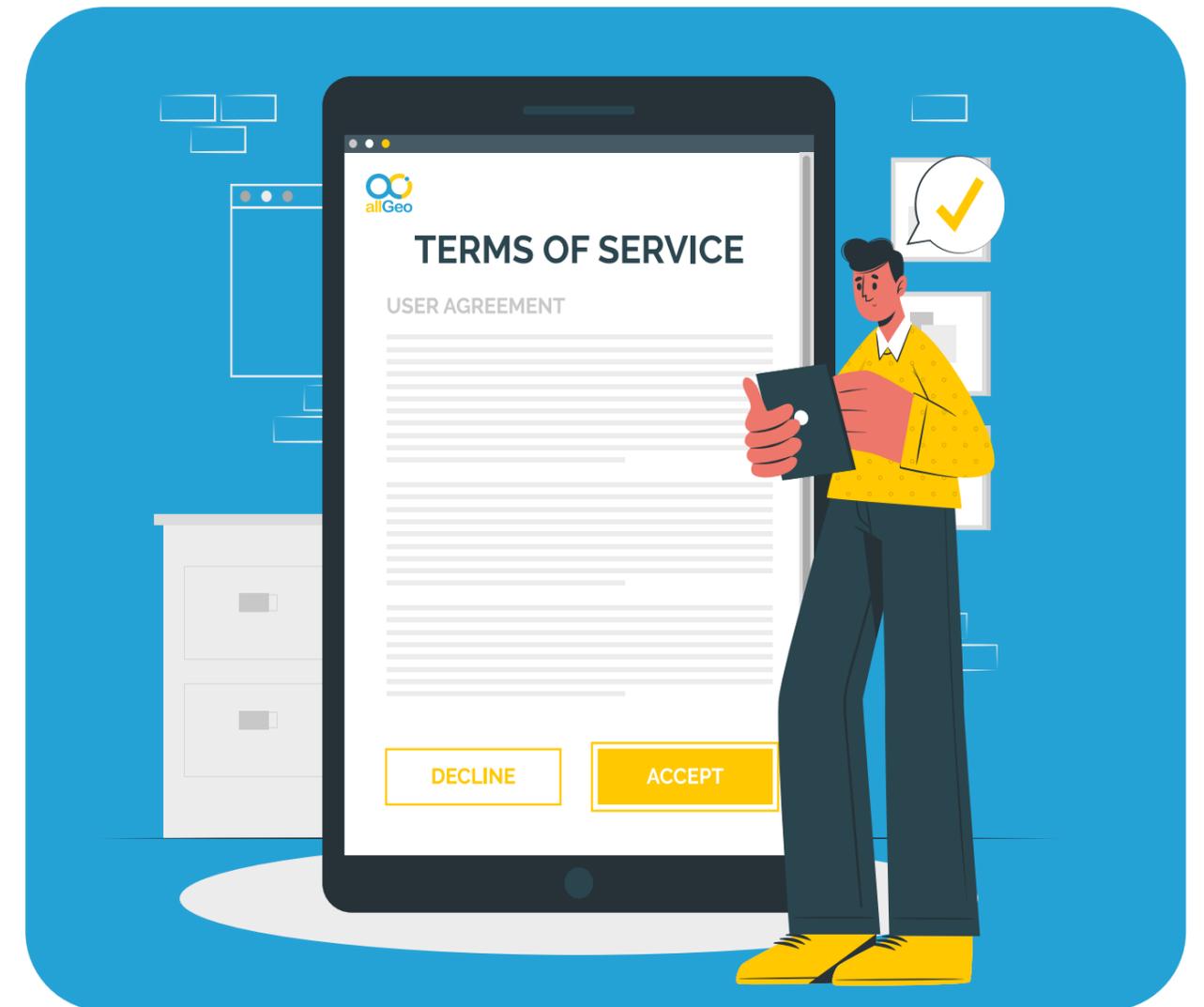


TERMS OF USE

ABAQUS Inc.TM allGeo Services Platform

IMPORTANT - PLEASE READ CAREFULLY - These Terms of Use ("Terms" or "Agreement") is a legal agreement between you and Abaqus Inc. (Abaqus, Inc.)TM (collectively "Abaqus, Inc.," "we," "our", or "us") for your use of the Abaqus, Inc. applications including the allGeo Platform.TM (allGeo) web browser GUI, allGeo mobile apps, web mapping application, the allGeo application programming interface (API), API documentation, allGeo URLs, web pages, developer portal, Interactive Voice Response (IVR) services, and any associated media, printed materials, and online or electronic documentation (the "Abaqus, Inc. applications"). Unless you have a separate written agreement signed by Abaqus, Inc., this Agreement describes your rights with respect to the Abaqus, Inc. Applications.

By accessing or otherwise using the Abaqus, Inc. Applications, you are (1) representing that you are over the age of 18, (2) representing that you have the right and authority to legally bind yourself or your company, as applicable, and (3) consenting to be legally bound by all the terms and conditions of the agreement. If you do not agree to all these terms or cannot make such representations, you may not access or otherwise use the Abaqus, Inc. Applications.





ABAQUS, INC. APPLICATIONS

- USE OF LOCATION SERVICE : The Abaqus, Inc. Applications allow you, your employer or the entity that has requested Abaqus, Inc. to provide you access to the Abaqus, Inc. Applications to obtain your location via web pages, voice based interaction with IVR systems, API interactions and other means and conduct location-sensitive searches for business listings, maps and driving directions and receive real-time voice-based, SMS-based and browser-based responses, depending on your cellular carrier, wireless device and allGeo access means.

Subject to your compliance with these Terms, you will be allowed to access and use the Abaqus, Inc. Applications and any upgrades, modifications, or additions thereto. By agreeing to these Terms, you expressly consent to your location being obtained through the Abaqus, Inc. Applications.

You remain solely responsible to obtain any hardware, firmware, third-party software and any broadband, telephone, wireless, or internet services required to access the Abaqus, Inc. Applications. A complete description of the Abaqus, Inc. Applications is available at <https://www.allgeo.com>

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- In addition, the Abaqus, Inc. Applications utilize, and makes available to you, data licensed from a number of third-party content providers (collectively the "Content"). This Agreement may include end-user terms required by these companies (set forth at the end of this Agreement, if any), and thus your use of the Abaqus, Inc. Applications is limited by and subject to such terms.

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- Abaqus, Inc. reserves the right to make any changes to the Abaqus, Inc. Applications including without limitation by adding or removing any features. Abaqus, Inc. may modify this Agreement at any time by posting an updated version to the above web page. You should visit <http://www.allgeo.com/allgeo-terms> from time to time to review the then current terms for the Abaqus, Inc. Applications because they are binding on you. By continuing to use the Abaqus, Inc. Applications, following any modification of this Agreement, you accept and agree to be bound by such modification. If any modification is not acceptable to you, your sole remedy and recourse is to discontinue use of the Abaqus, Inc. Applications.



SOFTWARE LICENCE

- Subject to your compliance with the terms of this Agreement, Abaqus, Inc. hereby grants to you a limited, non-exclusive, non-transferable and non-sublicensable license to access and use the Abaqus, Inc. Applications as expressly allowed under this Agreement.
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- The Abaqus, Inc. Applications and Content are not sold but licensed to you under the terms and conditions hereunder. Except for the limited license expressly granted herein, you acknowledge and agree that, Abaqus, Inc. and its licensors (collectively "Abaqus, Inc. Entities") shall own all right, title and interest in and to the Abaqus, Inc. Applications and Content, including without limitation all intellectual property rights therein.
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- The Abaqus, Inc. Application and Content are for your personal use and/or internal business operations and are not for resale or other transfer or disposition to any other person or entity. In addition, you specifically agree not to:
 - Reverse engineer, decompile, disassemble, translate, modify, alter or otherwise change the Abaqus, Inc. Applications or Content, or any part thereof;
 - Attempt to derive the source code, design or structure of the Abaqus, Inc. Applications;
 - Remove or alter any of Abaqus, Inc.'s or its licensors' trademarks, trade names, logos, patent or copyright notices, or other notices or markings used on or in relation to the Abaqus, Inc. Applications and Content;
 - Copy or reproduce any part of the Abaqus, Inc. Applications and Content other than as allowed under this Agreement;
 - Sell, rent, lease, distribute, assign, sublicense, convey, transfer, pledge as security or otherwise encumber or transfer (including by loan or gift) the rights and licenses granted hereunder;
 - Use the Abaqus, Inc. Applications or Content in any manner that violates any statute, law, rule, regulation, directive, guideline, bylaw whether presently in force or may be implemented by federal, state or local authorities.



BILLING & FEES

- allGeo is a pre-paid service. Payment for the allGeo service will be made by a valid credit card accepted by us and processed by our third-party payment processing partner. Checks will be accepted for prepayments of at least one (1) year. Fees are payable in U.S. dollars only.
- The fees for your account will be billed from the date your Account is activated (the "Initial Service Date"), and on each monthly or yearly renewal thereafter for the term equal to the Initial Service Date (the "Renewal Term" and with Initial Service Date referred to as the "Term") unless and until you cancel your account, in accordance with Section 7 ("Terms and Conditions"). Click on the link on your account page to see the commencement date for your next renewal period. Abaqus, Inc. will automatically bill your credit card each month or year on the calendar day corresponding to the commencement of your Account. In the event our Services to you commence and there is no Initial Services Date, then we will bill you on the last day of the month. You acknowledge that the amount billed each month or year may vary for reasons that include, differing amounts due to promotional offers, differing amounts due to changes in your account, or sales taxes as required by particular jurisdictions, and you authorize us to charge your credit card for such varying amounts. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods.
- Should you elect to change your Account, the commencement date for your next renewal period will be reset and you will be billed for the first month or year of the up-graded level of service on a pro-rata basis. For example, if you begin your monthly Basic Account on February 15th, your next payment would be due on March 15th. On March 22, you upgrade to a Professional Account with more features, and pay the new amount associated with the upgraded Account you have selected, less the amount equal to 7 days at your previous Account rate. Your next payment would then be due on April 22.
- Abaqus, Inc. may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email. If you want to use a different credit card or if there is a change in your credit card validity or expiration date, you may edit your information by accessing your "Account" page. If your credit card reaches its expiration date, your continued use of the Abaqus, Inc. constitutes your authorization for us to continue billing that credit card and you remain responsible for any uncollected amounts. It is your responsibility to keep your contact information and payment information current and updated.



- You (or your employer/account owner) are responsible for paying any fees charged by your wireless telephone carrier or other service providers for allowing you to access the Abaqus, Inc. Applications, including any data plan charges, toll, out-of-area, roaming, or other telephone connection charges. Also, depending on your specific voice, messaging or data plan and your wireless telephone carrier or service provider, you may be charged for the amount of voice minutes, data, SMS, MMS and other air time charges you may consume via your mobile phone when you access the Abaqus, Inc. Applications.

YOUR INFORMATION

- You agree to provide Abaqus, Inc. with true, accurate, current, and complete information about yourself (the "User Information") if requested and maintain and update such information to keep it true, accurate, current, and complete at all times. If you provide Abaqus, Inc. with any information that is untrue, inaccurate, not current or incomplete, or Abaqus, Inc. has reasonable grounds to suspect so, Abaqus, Inc. has the right to suspend or terminate your access and use of the Abaqus, Inc. Applications.
- All of your User Information as well as other information provided by you to Abaqus, Inc., is subject to the Privacy Policy located at <http://www.allgeo.com/allgeo-privacy>. Your use of the Abaqus, Inc. Applications indicates that you accept the terms of the Privacy Policy.

USE OF TEXT MESSAGING

- Certain Abaqus, Inc. Applications utilize text messaging services. Applications use text messaging for privacy consent and notification as well as delivery of service alerts and content. Before you receive any text messages from such applications, you will be notified about the use of text messaging and asked for your consent. When you use these services, you may be subject to messaging and data charges from your wireless carrier, depending on your wireless data plan and rates.
- To cancel receipt of text messages associated with Abaqus, Inc. Applications, you may reply STOP, END, QUIT, CANCEL, or UNSUBSCRIBE to any message received from Abaqus, Inc. If opted-in to multiple message alerts, you may reply STOP ALL to no longer receive any alerts. You may also send a message using one of these words to the associated short code or long code at any time.



- To obtain help for the text messaging services associated with Abaqus, Inc. Applications, you may reply HELP to any messages received from Abaqus, Inc. You may also text HELP to the associated short code or long code at any time. Contact Abaqus, Inc. at support@abaq.us for further assistance.

Abaqus, Inc. messaging campaigns are structured in accordance with industry best practices from the Mobile Marketing Association (MMA).

Read the complete Abaqus, Inc. Short Messaging Service policy here: <http://www.allgeo.com/allgeo-messaging-terms>

USE OF LOCATION SERVICES AND TEXT MESSAGING FOR ENTERPRISE CUSTOMERS

- Certain Abaqus, Inc. Applications utilize location and text messaging services for their enterprise customers. Applications use text messaging for privacy alerts and notification as well as delivery of service alerts and content. When you use these services, you may be subject to messaging and data charges from your wireless carrier, depending on your wireless data plan and rates.
- If you are an enterprise customer, you can provide written consent for phones that are used by your employees OR other field-deployed devices (w/ embedded SIMs). In addition to a standard letter authorizing Text messaging to a specified list of devices you may also be required to submit the most recent monthly bill outlining the operator data/voice charges. The bill will be used to verify that the enterprise is indeed the owner of these devices or is in contract with the device owners.
- For enterprise customers, the phone users will not be asked for consent. However, an alert will be sent to the end user indicating that they have been opted-in to the Location & Text messaging services.
- To cancel receipt of location services and text messages associated with Abaqus, Inc. Applications, you may reply STOP, END, QUIT, CANCEL, or UNSUBSCRIBE to any message received from Abaqus, Inc. If opted-in to multiple message alerts, you may reply STOP ALL to no longer receive any alerts. You may also send a message using one of these words to the associated short code or long code at any time.



- To obtain help for the text messaging services associated with Abaqus, Inc. Applications, you may reply HELPo any messages received from Abaqus, Inc. You may also text HELP to the associated short code or long code at any time. Contact Abaqus, Inc. at support@abaq.us for further assistance.

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TERMS & TERMINATION

Your allGeo paid account will continue in effect unless and until you cancel your Account, or we terminate it. You must cancel your account 10 days prior to the expiration of the Term. “Renewal Term” means the period for which you wish to use our Services or use our Services after the Initial Service Term. “Initial Service Term” means the term that is stated in the Service Order. The Renewal Period will be for the same length of time as the Initial Service Term. The Renewal Period will be billed in the same manner as the Initial Service Term.

- Abaqus, Inc. Accounts are prepaid and are non-refundable. ABAQUS, INC. DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL MONTHS OR YEARS.
- You may terminate this Agreement at any time by notifying Abaqus, Inc. via (i) an email addressed to support@abaq.us Any termination of this Agreement by you shall become effective upon Abaqus, Inc.'s' receipt of your notice.
- The licenses granted hereunder shall terminate upon any termination of this Agreement, or upon any suspension, termination or cancellation of your access to the Abaqus, Inc. Applications. All provisions relating to proprietary rights, warranty disclaimer, limitation of liability, indemnity, and confidentiality shall survive the termination of this Agreement.
- By signing up for a allGeo Account and providing Abaqus, Inc. with your payment account information, you hereby agree to these payment terms and conditions.



WARRANTY DISCLAIMER

- Abaqus, Inc. Applications and Content are provided to you "AS IS" with all faults, and you agree to use them at your own risk. You understand and agree to use the Abaqus, Inc. Applications and Content at your own discretion and risk. Abaqus, Inc. Entities make no guarantees regarding the content, quality, accuracy, completeness, effectiveness, reliability, or usefulness of the Abaqus, Inc. Applications, Content or results obtained from the Abaqus, Inc. Applications or that the Abaqus, Inc. Applications will be uninterrupted or error-free.
- WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE Abaqus, Inc. ENTITIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS, IMPLIED OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE Abaqus, Inc. APPLICATIONS AND CONTENT. Abaqus, Inc. EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE QUALITY OR CONTINUITY OF THIRD-PARTY TELECOMMUNICATIONS OR INFORMATION SYSTEMS OR SERVICES, SERVER CONNECTION SPEEDS, OR THE FUNCTIONALITY, OPERABILITY, OR RELIABILITY OF ABAQUS, INC'S OR ANY THIRD PARTY'S DATA SECURITY FEATURES OR SYSTEMS. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.

CONFIDENTIALITY

- You will maintain the confidentiality of and not disclose to any third party (a) all non-public information disclosed or made available by Abaqus, Inc. to you in connection with the Abaqus, Inc. Applications, and (b) all performance data and other information that you obtain through use of the Abaqus, Inc. Applications.

LIMITATION OF LIABILITY

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Abaqus, Inc. ENTITIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE Abaqus, Inc. APPLICATIONS OR ANY PART THEREOF, EVEN IF Abaqus, Inc. OR Abaqus, Inc. ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ABAQUS, INC. ENTITY'S JOINT AND SEVERAL LIABILITY TO YOU FOR ALL DAMAGES UNDER THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT THAT YOU PAID FOR THE ABAQUS, INC. APPLICATIONS.



APPLICATIONS. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF, OR RELIANCE ON, OR FROM INABILITY TO USE, OR FROM THE INTERRUPTION SUSPENSION OR TERMINATION OF, THE Abaqus, Inc. APPLICATIONS OR CONTENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

INDEMNIFICATION

- You agree to indemnify, defend and hold the Abaqus, Inc. Entities harmless from and against any liability, loss, injury (including injuries resulting in death), demand, action, cost, expense, or claim of any kind or character, including but not limited to attorney's fees, arising out of or in connection with your use of the Abaqus, Inc. Applications and Content other than as expressly allowed under this Agreement.

EXPORT CONTROL

- You agree not to export from anywhere any part of the Abaqus, Inc. Applications or Content provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

ARBITRATION AND GOVERNING LAW

- You agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach thereof shall be settled by independent arbitration involving a neutral arbitrator and administered by the American Arbitration Association in Los Angeles, California. The arbitrator shall apply the Commercial Arbitration Rules of the American Arbitration Association, and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. You acknowledge that there is no judge or jury in an arbitration proceeding and the decision of the arbitrator shall be binding upon both parties. This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions.



- Notwithstanding the foregoing, the parties to this Agreement may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this Agreement and without abridgement of the powers of the arbitrator.

CUSTOMER REFERENCE

- You agree (i) that Abaqus may identify you as a recipient of services and use your logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by Abaqus on www.allGeo.com for promotional purposes.

MISCELLANEOUS

- This Agreement constitutes the entire understanding and agreement of the parties (except for any separate end-user license agreements required by Abaqus, Inc.'s third-party data providers, which shall be read in conjunction with this Agreement), and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to its subject matter. Abaqus, Inc.'s failure to require performance of any provision shall not affect its right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision herein is held unenforceable, then such provision will be modified to reflect the intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect. You may not resell, assign, or transfer any of your rights hereunder. Any such attempt may result in termination of this Agreement, without liability to Abaqus, Inc. Notwithstanding the foregoing, Abaqus, Inc. may assign this Agreement at any time without notice. By using the Abaqus, Inc. Applications, you consent to receive from Abaqus, Inc. all communications, including notices, agreements, legally required disclosures or other information in connection with the Abaqus, Inc. Applications (collectively, "Notices") electronically. Abaqus, Inc. may provide such Notices by posting them on Abaqus, Inc.'s website or by downloading such Notices to your wireless device. If you desire to withdraw your consent to receive Notices electronically, you must discontinue your use of the Abaqus, Inc. Applications. If you have any questions regarding the terms of this Agreement, please contact Abaqus, Inc. by sending an email to support@abaq.us, Inc. Abaqus, Inc. shall not be liable to you for a failure to perform any of its obligations under this Agreement during any period in which such performance is delayed due to circumstances or events beyond its reasonable control.



- GOOGLE MAPS/EARTH TERMS OF SERVICE Your use of Google Maps/Earth as part of the Abaqus, Inc. Applications is subject to the following terms of service: http://www.google.com/intl/en_us/help/terms_maps.html.

MICROSOFT TERMS OF USE Your use of Microsoft Bing, Virtual Earth and MapPoint maps and content as part of the Abaqus, Inc. Applications is subject to the following terms of use: <http://go.microsoft.com/fwlink/?LinkId=21969>.

FOR SPRINT SUBSCRIBERS Important Message from Sprint. This is not a Sprint application. If you use this application, it may require Sprint to disclose your customer information, including Location Information, to the application provider or some other third party. By providing your consent, you authorize Sprint to disclose your information to third parties to enable this application. Check the application's terms of use and the policies for more information about how the application will collect, access, use or disclose your information. Terms of use and other policies usually are available on the application provider's website. If you are not comfortable with the applications policies, do not use it. You acknowledge and agree that (1) your relationship with the application provider is separate from your relationship with Sprint; (2) Sprint is not responsible for this application; and (3) you will hold harmless Sprint and its subsidiaries, affiliates, officers, employees, agents, successors and assigns from any judgments, claims, actions, losses, liabilities or expenses arising from or attributable to this application or the acts or omissions of the application provider.

- FOR ADP CUSTOMERS

- This Agreement is between Abaqus Inc. (Developer) and the Customer.
- The Developer, and not ADP or its vendors, is solely responsible for providing, maintaining, supporting and updating the Application and its associated services. Developer shall provide product support for the Application. Customer may access support via the following means: Email: support@abaq.us
- DEVELOPER HEREBY DISCLAIMS ON BEHALF OF ADP AND APPDIRECT ANY EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS OR WARRANTIES, AND ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- Customer's and End Users' sole and exclusive remedies shall be against Developer. ADP and AppDirect shall have no liability or obligation to Customers or End Users.



- Customers and End Users will not (i) decompile or reverse engineer the ADP Marketplace or take any other action to discover the source code or underlying ideas or algorithm of any components thereof, (ii) copy the ADP Marketplace, (iii) post, publish or create derivative works based on the ADP Marketplace, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the ADP Marketplace or related documentation.
 - Subject to the remainder of this Section 7, Developer shall indemnify, defend and hold harmless Customer and its employees from and against any and all suits, actions, damages, costs, losses, expenses (including reasonable outside attorneys' fees) and other liabilities (each, a "Claim") arising from or in connection with allegations that the Application or any related services violates or infringes any intellectual property right of a third party, invades or infringes any right of privacy, or right of publicity, of any person or entity. Developer shall, at its sole expense, conduct the defense of any such Claim and all negotiations for its settlement or compromise; provided, however, that: (a) no settlement or compromise of such a Claim shall be entered into or agreed to without Customer's prior approval (not to be unreasonably withheld or delayed); and (b) Customer shall have the right to participate, at its own expense, in the defense and/or settlement of any such Claim to the extent necessary to protect its own interests.
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- **Publicity:** Abaqus may include Customer's name and logo in its customer lists and on its website. Upon signing, Abaqus may issue a high-level press release announcing the relationship and the manner in which Customer will use the Abaqus solution. Abaqus shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.