

AGIS Use Agreement: Large Service Bureau Plan

This agreement covers an AGIS plan for a user classed as “Large Service Bureau”. The terms and conditions presented here are distinct from all other AGIS use plans.

The plan covers the grant to a SUBSCRIBER of an unlimited number of contingent licenses to use AGIS software by Delta Data Systems, Inc. (DDS). The SUBSCRIBER may distribute copies of AGIS freely within the SUBSCRIBER organization. To avoid ambiguity, 1) SUBSCRIBER may distribute AGIS among its full-time employees who need to use AGIS in the course of their work for the SUBSCRIBER organization; 2) the SUBSCRIBER may distribute AGIS to other sites within its organization so long as those sites are owned and operated by the SUBSCRIBER organization; the SUBSCRIBER MAY NOT distribute AGIS to individuals or organizations supplying services to SUBSCRIBER as independent contractors or consultants. In the special case of farm cooperatives: AGIS may be distributed to cooperative members so long as the subscribing cooperative, as the PRIME SUBSCRIBER, undertakes full financial responsibility for the results of AGIS activity by its members.

In addition to the grant of multiple contingent licenses, DDS also authorizes the copying and distribution of ViewPoint software by the SUBSCRIBER to his/her/their clients. The SUBSCRIBER MAY NOT impose any license charges on recipients of ViewPoint software.

I. Statements by Delta Data Systems, Inc.

1. DDS is a corporation existing under the laws of the State of Mississippi.
2. DDS is the sole developer and sole owner of, among other software titles, AGIS, ViewPoint, DLog and Georeferencer.
3. DDS offers its software for use on an AS-IS basis. No warranties are offered or implied as to the suitability of the software for any particular application.

II. Statements by the Subscriber

1. Subscriber maintains that he/she/they have the appropriate Internet resources and operational knowledge to enable communication between his/her/their computer(s) and an Internet server application titled “AGIS Server”.
2. Subscriber maintains that he/she/they are computer users with the understanding and skill necessary to achieve productive use of Delta Data Systems’ software.
3. Subscriber maintains that he/she/they have a full understanding of a “service acre” as the outcome of one or more computer processes that yield information having real value to the Subscriber or to a client of the Subscriber. Further, the Subscriber maintains that he/she/they have performed due diligence in developing an understanding of how “service acres” are

generated and charged through the AGIS software and its associated systems and that no ambiguity exists at the time this agreement is entered.

4. Subscriber maintains that he/she/they are capable of delivering all necessary training and support to his/her/their clients relating to the installation and operation of the ViewPoint software.

III. Terms of the Contingent License

1. The Contingent License is renewable at 14-day intervals. License renewal is only transacted through Internet contact made between the Subscriber's computer and the AGIS Server.
2. Renewal is contingent upon payment for service acres within 30 days of receipt of a service acre invoice from DDS. E-mail delivery of this invoice is acceptable to both parties.
3. Non-payment of service acre obligations by the Subscriber will result in a cancellation of the Contingent License accompanied by an immediate failure of the AGIS software to operate. In this event DDS will be under no obligation to the Subscriber for any losses attributable to an interruption or cessation of service. In addition, DDS will be under no obligation to the Subscriber to assist in any operations of data transfer or data export to third party systems.
4. Function of the AGIS software and contingent licensing will be re-established immediately upon satisfactory settlement of accounts between Subscriber and DDS.

IV. Cost Items

1. Service Acre Pre-payment.

A payment of US\$ 4,000.00 is due at initial authorization. This sum represents a non-refundable pre-payment by the Subscriber for 8000 service acres.

2. Payment for Additional Service Acres.

As long as the Contingent License is active, the Subscriber will be billed for service acres generated over and above the initial 8000-acre credit at a rate of \$0.18 per service acre.

As an example:

At one or more sites, a Service Bureau processes 18,000 acres for its clients. Prepayment was made on 8000 acres. A service acre payment would be due on 10,000 additional service acres. The Subscriber would receive an invoice from DDS for $(10,000 \times \$0.18)$ \$1,800.00.

3. Accounting.

Service acre accounting is automatic. As service acres are generated, the history of each service acre creation activity is stored in a Binary Transaction Record File (BTRF) on the Subscriber's computer. When the Subscriber starts up the software on or after each 14-day anniversary of the start of the Contingent License, an Internet transaction occurs in which the BTRF file is uploaded to the AGIS Server. The service acres in the BTRF records are totaled by the AGIS Server and an invoice is created. This invoice is emailed to the Subscriber for the service acres added since the last BTRF transaction.

The Subscriber is provided with a BTRF Report utility that enables printing of the BTRF report. At no time during the Contingent License agreement is the Subscriber unaware of service acre totals and payment obligations.

As noted in III (2) and III (3) above, the BTRF transaction is the basis for renewal of the Contingent License. To avoid confusion, the following scenario details the renewal process. It is applicable to each machine on which a copy of AGIS is installed.

Day 1 Software authorization is given and the user operates the software for the first time.

Day 14 The first communication with the AGIS Server takes place. If any service acres have been generated during this period, the BTRF file is uploaded to the AGIS Server. If the amount of service acres generated during this period exceeds the initial service acre credit, an invoice is issued. The Contingent License is automatically renewed for another 30 days.

Day 28

Condition 1: Payment of previous month's invoice has been made.

User starts software. Internet connection is made and BTRF is uploaded. New service acres are totaled. Invoice is e-mailed. Contingent License is automatically renewed for another 14 days.

Condition 2: Payment of previous month's invoice has not been made.

User starts software. Internet connection is made. User is informed that it is necessary to contact DDS to resolve outstanding payment. Software operation stops. User clears up billing problems and Contingent License is immediately renewed and software operation restarts.

This scenario of BTRF Upload continues at 14-day intervals and Invoicing continues at 30-day intervals as long as the user wishes to maintain the Contingent License.

V. Obligations of DDS to the Subscriber.

As long as the Subscriber remains current with his/her/their service acre payment obligations, DDS will:

1. Maintain the software free of charge. "Maintenance" is expressly limited to the correction of any logic flaws that result in a failure of the software to operate according to the state in which it was delivered.
2. Provide updates and upgrades to the software free of charge. However, the design, development and release of updates and upgrades will be undertaken at the sole discretion of DDS
3. Maintain the Subscriber's account on the AGIS Server.
4. Maintain an internet site at www.deltadatasystems.com (or at another equally accessible internet address) from which subscribers may download software updates, upgrades or utilities that DDS may provide at its sole discretion.
5. Provide a "Master CD" containing the ViewPoint installation for duplication by the Subscriber.

No other obligations to the Subscriber are expressed or implied.

VI. Obligations of the Subscriber to DDS

As long as the Subscriber wishes for the Contingent License to remain in force, the Subscriber:

1. Will keep the payment for service acres current.
2. Will not attempt to tamper with the BTRF file. Any operation on the BTRF, intentional or unintentional, will render the AGIS software unusable. Subscriber will have to contact DDS in order to re-configure the software. Subscriber will have no claim against DDS for any losses, real or alleged, occurring from software failures due to a damaged BTRF file.
3. Will not, through any means, provide information on the design or operation of DDS software to any party with interests in software design, development or integration.
4. Will not charge his/her/their clients for ViewPoint software.

VII. Settlement of Disputes under Law.

1. The laws of the State of Mississippi govern this agreement.

VIII. Termination

1. If DDS or its successors cease normal business activity through bankruptcy or a formal dissolution of the business, the Subscriber's obligation for payment on service acres will end. DDS will provide a software patch that removes the requirement for license renewal so that the Subscriber may continue to use AGIS without a requirement for Internet re-authorization transactions.

2. The subscriber may terminate the Contingent License at any time. Termination of the Contingent License by the Subscriber does not absolve him/her/them from an obligation to pay any invoices due to DDS prior to his/her/their decision to terminate the Contingent License. In addition, DDS will be under no obligation to assist either the Subscriber or his/her/their clients in any transitions relating to a termination decision.

Signature below is made in acceptance of the terms, conditions and obligations of this Contingent License Agreement titled "Large Service Bureau Plan" by the Subscriber.

Subscriber

Signature date

For DDS