



National ParcelMap Data Portal

Boundary Solutions, Inc 240 Miller Avenue Mill Valley, CA 94941 PH: 415 381 1750 FX:415 634 3147 info@boundarysolutions.com

BSI NPDPDOWNLOAD EXPRESS FRAMEWORK AGREEMENT

Agreement, entered into as of _____, 2010, between Boundary Solutions, Inc. a California Corporation, (BSI) at 240 Miller Avenue, Mill Valley, CA 94941 and _____ whose primarily place of business is at _____, NPDPDOWNLOAD Express LICENSEE (LICENSEE).

NPDPDOWNLOAD Express is a deployment option offered by BSI to simplify and streamline NPDP LICENSEEs in gaining easy access to all NPDP content for use as needed at the same commodity price offered to full NPDP national LICENSEE's. Specific terms and conditions that apply to LICENSEE.

1. AGREEMENT

1.1 Universal Download Page. LICENSEE receives a user name and password to attain access to a "universal" download page contains listing of all content currently in the NPDP, National ParcelMap Data Portal.

FIGURE 1. Sample NPDP DOWNLOAD Express Download Page.

<input type="button" value="Download"/>	23015	ME	Lincoln County	04/21/2010	13716 Parcels
<input type="button" value="Download"/>	23017	ME	Oxford County	01/22/2009	18469 Parcels
<input type="button" value="Download"/>	23019	ME	Penobscot	01/22/2009	8547 Parcels
<input type="button" value="Download"/>	23021	ME	Piscataquis	01/22/2009	3318 Parcels
<input type="button" value="Download"/>	23023	ME	Sagadahoc County	01/22/2009	16800 Parcels
<input type="button" value="Download"/>	23025	ME	Somerset County	01/22/2009	5995 Parcels
<input type="button" value="Download"/>	23027	ME	Waldo County	01/22/2009	7012 Parcels
<input type="button" value="Download"/>	23031	ME	York County	01/22/2009	25882 Parcels

1.2 LICENSEE Download Page. The standard download page is to be modified to include a LICENSEE header for the private label deployment of NPDP content.

1.3 Download Page Administration. LICENSEE to be provided ability to assign passwords to each user.

1.3.1 NPDPDOWNLOAD Express Operations. LICENSEE receives a user name and password to attain access to a "universal" download page that contains listing of all content currently in the NPDP, National ParcelMap Data Portal. The

NPDPDOWNLOAD Express back-office reports the time of each downloads by LICENSEE.

1.3.2 Universal Download Page. LICENSEE is assigned universal download page with two folders, i) Show Favorites, just counties in initial fulfillment (which will be blank, awaiting LICENSEE’s selection of most accessed DPMDs and ii) Show all, containing all the counties in NPDP Access to NPDP DOWNLOAD Express is available to anyone in the Enterprise and their Designated Agents.

1.3.3 NPDP MetaData Listings. BSI updates NPDP MetaData listings on a monthly basis to keep the LICENSEE informed of all updates and counties added to NPDP including version and parcel count.

1.3.4 NPDP Quarterly Data Disposition Report (QDDR). Each quarter, LICENSEE is provided a QDDR that lists all download transactions in prior quarter along with new acquisitions and updates of existing stock. QDDR also contain the latest monthly Metadata Listings of all counties in the NPDP.

1.4 Data Downloading. LICENSEE may download any combination of NPDP content at any time without notifying BSI in that such transactions are tracked in the **NPDPDOWNLOAD Express Log**. Representative listings in this log’s listings are shown below. As seen, the time, county and company are recorded for each individual download. Any charges to LICENSEE mistakenly downloaded counties, upon being reported to BSI by email...

4.1 In the same month are purged from the upcoming invoice

4.2 If not reported the next month, are reduced from the next invoice.

NPDPDOWNLOAD EXPRESS LOG

DATE	USER	IP	FILE	ACTON
Jan 8 2009 6:35 p	COMPANY A	54.60.192.20	none	Logged in
Jan 8 2009 7:18 p	COMPANY A	54.60.192.20	41811418/06095	Clicked Lin
Jan 9 2009 9:55 a	COMPANY A	54.60.192.20	41811418/06095	Clicked Lin
Jan 9 2009 9:55 a	COMPANY A	54.60.192.20	41811418/06023	Clicked Lin
Jan 21 2009 10:39	COMPANY A	54.60.192.20	41811418/06095	Clicked Lin
Jan 21 2009 5:49 p	COMPANY B	70.132.4.69	none	Logged in
Jan 21 2009 3:00 p	COMPANY B	70.132.4.69	41811418/39049	Clicked Lin
Jan 21 2009 3:02 p	COMPANY B	70.132.4.69	41811418/39049	Clicked Lin
Jan 21 2009 3:02 p	COMPANY B	70.132.4.69	41811418/39049	Clicked Lin

1. Pricing Schedule. Below is a pricing schedule. Both county counts and parcel counts of acquired NPDP stock accumulates from initial shipment date and subsequent anniversaries. User may order by the parcel or by the county and pay for what is the least price.

**TABLE 1
NPDP COMPENSATION SCHEDULE BY PARCEL COUNT**

COUNT Millions	MAX		
	COUNT Millions	RATE \$/Parcel	PRICE MAX PRICE
1 - 9	10	\$0.0040	\$40,000
10 - 29	30	\$0.0020	\$60,000
30 - 75	75	\$0.0010	\$75,000

**TABLE 2
NPDP COMPENSATION SCHEDULE BY COUNTY COUNT**

TOTAL COUNTIES	MAX COUNTIES	PRICE PER/COUNTY	MAX PRICE
1 - 10	10	\$500	\$5,000
11 - 50	50	\$400	\$20,000
51 - 300	250	\$300	\$75,000
301 - 750	750	\$100	\$75,000

Billing. At the end of every month, BSI will consolidate all downloads made that month, apply the rate according to the total parcel downloads made year to date from the date of this agreement and invoice LICENSEE accordingly. Each invoice will include detail listings extracted from log defining each download transaction with parcel count.

- a. BSI to provide LICENSEE download logs of all LICENSEE users that downloaded content in the prior month
 - b. LICENSEE to pay BSI for all content downloaded at a discount rate that reflects the total volume to date in any given year of all users.
2. **Payment.** LICENSEE shall pay BSI on invoice net 14 from receipt of invoice.
 3. **Currency Requirements.** Jurisdictions within the Standard Fulfillment with version dates more than 12 months older than the contract date shall be subject to immediate updates by BSI except for the following PRA noncompliant counties. However, at such time that one of these counties goes open records, an update of this county shall be provided at no additional cost.

AL	Mobile	CT	Middlesex	MO	St. Louis City	PA	Chester
AZ	Navajo	CT	New London	ND	Grand Forks	SC	Berkeley
AZ	Yavapai	FL	Escambia	NJ	Morris	SC	Charleston
CA	Alpine	IA	Black Hawk	NJ	Union	SC	Lancaster
CA	Merced	IN	Marion	NM	Eddy	TN	Hamilton
CO	Adams	KS	Wyandotte	NV	Clark	TN	Shelby
CO	Boulder	KY	Campbell	NV	Washoe	VA	Fairfax
CO	Denver	KY	Kenton	NY	Erie	VA	Fauquier
CO	Jefferson	LA	Bossier	NY	Sullivan	VA	Prince William
CO	Weld	MD	Calvert	OH	Hamilton	WI	Douglas
CT	Fairfield	MD	Cecil	PA	Columbia	WI	Milwaukee
CT	Hartford	MD	St. Marys	PA	Westmoreland	WV	Greenbrier
CT	Litchfield	MN	Crow Wing	PA	York		

GENERAL TERMS

1. CONFIDENTIALITY

“**Confidential Information**” means any business and technical information disclosed by either party to the other party in any form which is designated as “Confidential,” “Proprietary” or some similar designation or is disclosed under circumstances which indicate its confidential nature or which a party has reason to know is treated as confidential by the disclosing party. The terms of this Agreement are deemed to be confidential. Confidential Information may also include third party confidential information. Confidential Information shall not include any information which (a) was publicly known prior to the time of disclosure by the disclosing party; (b) becomes publicly known after disclosure through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. The provisions of this Section 5 shall survive the termination of this Agreement.

2. WARRANTY/ LIQUIDATED DAMAGES

2.1 **Warranty.** BSI warrants that the Licensed Products are complete and current, i.e. newer than March 1, 2006 except for counties listed in Section 3.1 above, and are based on information obtained from the various counties in the Coverage Area. With the exception of the additional remedies available to Licensee in relation to the Delivery Deadline as discussed in Section 6.2, Licensee's sole and exclusive remedy and BSI's entire obligation under this Agreement is to immediately repair or replace the Licensed Product with conforming products subject to prompt notice from Licensee of non-conformity and if such alternatives are not feasible, to terminate this Agreement and refund the License Fee paid with respect to such non-conforming product. Should purchaser fail to accept delivery of License Products within 30 days of the Delivery Deadline without good cause, or fail to make payment within 30 days of delivery, it will immediately pay to BSI liquidated damages of 10% of the BSI invoiced amount.

2.2 **Liquidated Damages.** In the event that BSI fails to deliver the Licensed Products by the Delivery Deadline, BSI will immediately refund to Licensee a sum equivalent to the installment(s) of the License Fee paid to BSI under this Agreement for the parcel data delivered, plus an amount equal to 10% of such sum as Liquidated Damages.

3. INDEMNIFICATION/LIMITATIONS OF LIABILITY

3.1 LIMITATIONS OF LIABILITY

EXCEPT WITH RESPECT TO A VIOLATION OF CONFIDENTIALITY OR A BREACH BY LICENSEE OF THE AGREEMENT, NEITHER PARTY NOR ITS SUPPLIERS SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING LOST PROFITS OR COSTS OF COVER, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. EXCEPT WITH RESPECT TO A VIOLATION OF CONFIDENTIALITY, BREACH BY LICENSEE OF THE AGREEMENT, A CLAIM FOR WHICH A PARTY IS OBLIGATED TO INDEMNIFY UNDER SECTION 10, OR THE LIQUIDATED DAMAGES PROVISIONS OF SECTION 6.2, IN NO EVENT WILL THE TOTAL LIABILITY OF EITHER PARTY OR ITS SUPPLIERS ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNTS PAID TO BSI.

3.2 INDEMNIFICATION

BSI shall indemnify and hold Licensee its affiliates and their respective partners, employees, representatives and agents (the "Indemnified Person(s)"), harmless from and against any and all claims, demands, losses, damages, liability and expense asserted by any third party against an Indemnified Person in connection with any claim that any Licensed Material or other item related to this Agreement, or use thereof by Licensee or Licensee's customers infringes any patent, copyright, trademark, trade secret or other right of any third party. Licensee shall timely notify BSI of any such claim or potential claim. BSI, at its option may provide Licensee with non-infringing product, and will use its best efforts to obtain license rights for itself and Licensee to continue to use same upon reasonable terms. Licensee shall cooperate with BSI in connection with such claims and take reasonable steps to mitigate any damage claims, up to and including the cessation of use of any such infringing product.

4. TERM AND TERMINATION

4.1 **Term.** This Agreement will commence upon the execution and acceptance of this Agreement and shall continue for a period of one year or until such time that the Agreement is terminated pursuant to the terms of Section 4.2. The initial Term may be extended for subsequent one (1) year terms at the option of the Licensee. In the event that Licensee exercises its option to extend the Term of the Agreement, then the parties will renegotiate the specific provisions of this Agreement.

4.2 Termination.

- a) For Breach. Either party may terminate this Agreement on written notice in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date of notice to cure.
- b) For lack of business activity. At any time after six months, either party may request termination due to a lack of commercial viability. The other party has 60 days to generate the needed business to assure commercial viability of this venture. If such commercial viability is not reached:
 - i. BSI may terminate updating of NPDP content.
 - ii. Licensee may terminate use of their Parcel Locator Website their server for online NPDP deployment.
- c) Insolvency. Either party may terminate this Agreement on written notice in the event the other party ceases to do business in the ordinary course,

makes a general assignment for the benefit of creditors or commences or has commenced against it any insolvency or receivership proceedings.

5. Patent Right

Licensee receives a limited license to use NPDP content in conjunction with the patented technology under U.S. Patent 7,092,957, entitled "Computerized National Online Parcel-level Map Data Portal", including any continuation, and divisional applications thereof. The patent applies to referencing a multi-jurisdictional database to display a property address location according to its parcel boundary highlighted to differentiate it from surrounding boundaries.

6. Signatures. Facsimile signatures shall be deemed valid as original for all purposes. Digital signatures shall be deemed valid as original for all purposes provided that such digital signature is capable of verification and is linked to data in such a manner that if the data are changed, the digital signature is invalidated.

7. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement, except the making of payments, due to causes which are beyond its reasonable control, including an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, sabotage, failure of suppliers and governmental action.

8. No Other Terms. The terms and conditions of the Agreements govern all transactions contemplated by this Agreement including all orders by Licensee. Any proposed variation from or addition to these terms and conditions appearing on any purchase order or other document submitted by Licensee are null and void.

9. Entire Agreement; Amendment. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties relating to the subject matter of this Agreement and constitutes the sole and entire agreement of the parties. This Agreement may only be amended in a writing signed by both parties.

If you are interested in pursuing this further, BSI shall provide some standard terms and conditions.

The undersigned find the agreement acceptable...

Boundary Solutions, Inc.

LICENSEE

Dennis H. Klein

Date:-_____

Date:_____