

Map Resources

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Term

This license agreement shall go into effect when it is executed and full payment of all license fees due are received by Map Resources. Once in effect this agreement is perpetually effective unless terminated.

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Confidentiality

Except as otherwise provided in this Agreement, each party shall regard and preserve as confidential all non-public business information of the other relating to customer lists, pricing methods, processes, apparatus, programs or other material conceived, designed, created or developed by the other obtained in connection with this Agreement, and except as specifically required to accomplish the obligations set forth in this Agreement, the parties hereto shall not, without first obtaining the other's written consent, disclose to any person, firm or enterprise, or use for its own benefit, any such information which is not theretofore in the public domain. Each party shall implement sufficient safeguards to effectively implement this section. This section shall survive the termination or expiration of this Agreement.

Assignment

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the prior written consent of the other except that either party may, without such written consent, assign this Agreement to any corporation controlling, controlled by, or under common control with such party.

Miscellaneous

This Agreement is the entire agreement between Map Resources and LICENSEE concerning the Images. This Agreement may not and cannot be assigned or transferred to a Use other than that stated above. This Agreement can only be modified by a properly signed written

agreement. This License shall be governed by and construed under the laws of New Jersey. The prevailing party in any legal action to enforce this Agreement shall be entitled to reasonable attorney's fees and costs.

Entire Agreement

This Agreement constitutes the entire agreement between the parties, and shall not be modified except by written agreement executed by both parties.