# East View Geospatial, Inc, License Agreement 

FOR

## Raster \& Vector Geospatial Datasets

This is a License Agreement between East View Geospatial Inc., a private corporation chartered in Minnesota with principal offices at 10601 Wayzata Blvd., Minneapolis MN, 55305-1526 USA ("Licensor") and University of California-San Diego ("Licensee"). This Agreement becomes effective on the date that it is signed and agreed to by both parties ("Effective Date").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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## IX. FORCE MA.JEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions or events beyond its control including, but not limited to, Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

## X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

## XI. AMENDMENT

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

## XII. Severability

The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way invalidate any remaining provision hereof.

## XIII. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

## XIV. NOTICES

All notices given pursuant to this Agreement shall be in writing and shall be deemed received within five (5) days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile or email, successful transmission of the message must be confirmed between the parties by some means,

Licensor $\qquad$
Licensee $\qquad$
[Text deleted]

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date of signature.

If To East View Geospatial, Inc.:

# [Text deleted] <br> DATE: <br> $\qquad$ 

Print Name: [Text deleted]
Title: President/CEO, East View Geospatial, Inc.
Address:
10601 Wayzata Blvd., Minneapolis MN, 55305-1526
Telephone:
Fax:
[Text deleted]
E-mail:

If To University of California-San Diego:

DATE: $9 / 15 / 2022$

Print Name:
[Text deleted]

Title:
AUL Scholarly Resources and Services

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