

**AMENDMENT  
to End User License Agreement**

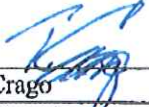
This AMENDMENT, to be effective as of July 08, 2014, amends the pre-existing **End User License Agreement (EULA** – attached within) between Valtus Imagery Services, a division of North West Geomatics Ltd. (“Valtus”) and the State of Kansas (“End User”), as part of **Service Contract ID 39452** held by **Surdex Corporation** with an effective date of July 08, 2014 (the “Agreement”). All capitalized terms herein not otherwise defined shall have the same meaning as set forth in the Agreement.

Now therefore, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are acknowledged, the parties agree to amend the Agreement as follows:

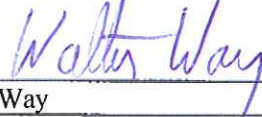
1. The following entities are approved users and shall be allowed unlimited access licenses:
  - a. All State of Kansas Government Agencies and Regents-level institutions
  - b. All Kansas County-level governments
  - c. All Kansas Municipal (city) governments
  - d. All Kansas Public Safety Answering Points (PSAP)
  - e. All Kansas Public School Districts
  - f. Any commercial firm or organization doing work on behalf of one of the entities listed above.
  - g. Additionally, license agreement shall allow;
    - i. Approved users to develop and publish publically-available web applications which utilize ortho-imagery or web map services
    - ii. Approved users to print and distribute hardcopy format maps that display the ortho-imagery or web map service
2. At the end of the performance period, the data will enter into a perpetual license. At the end of the period, the web services will no longer be provided. However, the license allows for perpetual use of the data for all approved users. Upon renewal of the subscription service or re-refresh of the Kansas data by Contractor, the historical data (2014) will be allowed in the public domain.
3. Except as expressly amended and supplemented by this Amendment effective July 08, 2014 the terms and conditions of the Agreement are in effect and unchanged. If there is any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment will govern.

IN WITNESS WHEREOF, the parties understand and agree to be bound by the Agreement and this Amendment and that they have caused this Amendment to be signed by their respective authorized representatives.

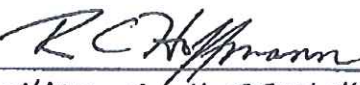
**Valtus Imagery Services, a division of  
North West Geomatics**

Signed    
Name: Tim Crago  
Title: Vice President  
Date: Nov 4/14

**Kansas 911 Coordinating Council**

Signed    
Name: Walt Way  
Title: Chairman of the Council  
Date: 11-21-14

**Surdex Corporation**

Signed    
Name: RONALD C. HOFFMANN  
Title: PRESIDENT  
Date: NOV 7, 2014

**END USER LICENSE AGREEMENT**

VALTUS IMAGERY SERVICES, a division of North West Geomatics Ltd.

Please read the terms and conditions provided below carefully. By using the Imagery or the Services, you acknowledge that you have read this agreement and agree to be bound by its terms and conditions.

Valtus Imagery Services, a division of North West Geomatics Ltd., ("Valtus") is the owner or licensee of intellectual property rights (including without limitation copyright) in the imagery (the "Imagery") made available or accessible by use of the online services provided by Valtus (the "Services") to the customer using the Services and/or identified on the signature block below (the "Authorized End User"). Conditioned upon compliance with the terms and conditions of this Agreement, Valtus grants to the Authorized End User a non-exclusive, non-assignable and non-transferable license to use for the Authorized End User's internal business purposes the Imagery and/or Services for which the Authorized End User has paid the required license fees.

The Imagery is licensed, not sold, to the Authorized End User. No ownership rights are transferred to the Authorized End User. The Imagery and Services may only be used internally by the Authorized End User or externally by individual users authorized in writing by Valtus or its Authorized Partner (the "Partner") through which Authorized End User is licensing the Imagery, and not by any other party, whether or not affiliated with the Authorized End User. If the Authorized End User is a federal, provincial, state or local government agency, the Imagery is licensed solely to the particular agency and not to any other government agency unless explicit authorization has been received from Valtus.

No part of the Imagery, the Services or products derived therefrom, or any right granted under this Agreement may be copied, sold, rented, leased, lent, sub-licensed, disclosed, or transferred to any other person or entity. The Authorized End User shall not use any part of the Imagery or the Services to develop or derive any other product or service for distribution, disclosure, or commercial sale, whether by hardcopy, digital medium or web service, without a license specifically authorizing it to do so, with the understanding that no such right is granted under this Agreement. The Authorized End User acknowledges that the Imagery and Services contain and embody proprietary materials, valuable data, trade secrets, and copyrights of Valtus and its licensors and suppliers. Unauthorized reproduction, modification, distribution, or display of the Imagery or the Services in whole or in part, and in any manner not expressly authorized in this Agreement are prohibited. The Authorized End User shall keep confidential and use its best efforts to protect the Imagery and the Services and prevent their unauthorized disclosure or use. The Authorized End User shall immediately notify Valtus upon discovering evidence of a current or threatened misuse or unauthorized use or disclosure of the Imagery or Services by any party. The Authorized End User may not modify, distort, disassemble, decompile or in any way attempt to reverse engineer the Services or any software provided as part of the Imagery or the Imagery itself.

The Authorized End User may not transfer the Imagery to or store the Imagery or the Services in any electronic network for use by more than the number of users authorized in writing by Valtus or the Partner through which Authorized End User is licensing the Imagery, unless it obtains prior written permission from Valtus and pays associated additional fees.

THE IMAGERY AND THE SERVICES ARE PROVIDED "AS IS," AND VALTUS MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UPTIME, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT WILL VALTUS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED, THE AUTHORIZED END USER UNDERSTANDING AND ACKNOWLEDGING THAT ITS SOLE REMEDY UNDER THIS AGREEMENT IS TO REQUIRE VALTUS TO REDELIVER THE IMAGERY REQUESTED BY THE CUSTOMER. IF THE FOREGOING DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY FOR ANY REASON IS UNENFORCEABLE OR INAPPLICABLE, THE AUTHORIZED END USER AGREES THAT THE AGGREGATE LIABILITY OF VALTUS SHALL NOT EXCEED THE LICENSE FEES PAID BY THE CUSTOMER TO VALTUS WITH RESPECT TO THE IMAGERY OR THE SERVICES AT ISSUE.

The Authorized End User agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether the Authorized End User has accepted the Imagery or any other product or service delivered by Valtus. The Authorized End User acknowledges and agrees that Valtus has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

This agreement will terminate automatically without notice, and all access to the Services and the Imagery will be terminated, if the Authorized End User fails to comply with any term of this Agreement. In the event of termination, the Authorized End User must immediately return the Imagery to Valtus or destroy it and certify this destruction in writing to Valtus.

The Authorized End User agrees to defend, indemnify, and hold Valtus, its affiliates, directors, employees, and agents harmless from and against any claim, action, proceeding, loss, cost, expense, damages, and liability, including reasonable legal fees, arising from the breach of this Agreement by the Authorized End User or any claims made against Valtus for liabilities that are expressly disclaimed or excluded by Valtus.

This Agreement is the complete and exclusive statement of the understanding between the Authorized End User and Valtus with respect to the Imagery and the Services and may be amended or modified only in a written instrument signed by a duly authorized

representative of both parties. If any provision is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable. Without the prior written consent of Valtus, neither this Agreement nor any of the rights granted by it may be assigned or transferred by the Authorized End User. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation.

It is THE CUSTOMER'S RESPONSIBILITY to ensure that its use of the Imagery and Services complies with these terms and to seek prior written permission from Valtus for any uses not expressly permitted or not specified in this Agreement.

IN WITNESS WHEREOF, the Authorized End User, intending this Agreement to be effective as of the earlier of (i) the date set forth below and (ii) the date the Authorized End User commenced use of the Services or the Imagery, has caused this Agreement to be executed by its duly authorized representative.

**CUSTOMER**

KANSAS 911 COORDINATING COUNCIL

Signature: Walter Way  
Name: WALTER WAY  
Title: CHAIRMAN  
Date: 11-21-14