Custom Applications Distribution

The following terms ("Supplemental Terms") apply to the Licensee's use of Development Toolkits should the Licensee develop or distribute Custom Applications built using those Development Toolkits. These Supplemental Terms will take precedence over any conflicting terms of the Software License Agreement.

1. **DEFINITIONS**

"Custom Application" shall have the meaning set forth in the Agreement or, if not defined, means an application created by the Licensee that incorporates any functionality derived from Development Toolkits and that can be utilized in concert with the Program(s).

"Development Toolkits" means software development kits and documentation provided by Licensor that are used to design or create a Custom Application. For the purposes of the Software License Agreement, Development Toolkits shall be considered Programs.

"End-User" means a licensed user of a Custom Application(s).

"Program License Type" means a license purchased from Licensor that is required for authorized access to a Custom Application created by Licensee with the Program(s).

"Runtime License" means a license purchased from Licensor that is required for authorized access to a Custom Application.

2. GRANT OF LICENSE

As a supplement to the license grant set forth in the Agreement, and subject to the terms and conditions set forth in these Supplemental Terms, Licensor hereby grants Licensee a non-transferable, non-exclusive license to use Development Toolkits that Licensee has licensed to develop Custom Applications and to reproduce, distribute and sublicense them to End-Users (without the right to further sublicense) throughout the world, subject to Export Laws and further subject to the following:

2.1 Licensee shall make payments of all fees required by Licensor for the Development Toolkits.

2.2 Licensee shall purchase the appropriate Runtime License, or an additional Program License Type, for each copy of the Custom Application that is deployed or sold to a third party.

2.3 Licensee shall give proper acknowledgement of the copyright(s) and other proprietary notices of Licensor.

2.4 Licensee shall not use Development Toolkits to create Custom Applications or support services to 3rd parties that directly compete with the Programs. The license under these Supplemental Terms is solely for the creation of Custom Applications for Licensee and third parties, and not for the creation of products to be sold in competition with Licensor's commercial software products.

2.5 Licensee shall not deploy a version of the Cesium Analytics Development Tool Kit that has not been minified. "Minified" means to have removed all unnecessary characters and minimally renamed identifiers in the source code without changing the functionality. Licensee shall not share the source code of the Cesium Analytics Development Tool Kit over a network, outside of the Cesium Analytics Development Tool Kit Custom Application, for any purpose.

2.6 Unless otherwise agreed to by the parties in writing, Licensee shall permit the use of Custom Applications by End-Users subject to a written sublicense that, at a minimum:

    a. Prohibits the End-User from reverse engineering, reverse assembling, reverse compiling or translating the Custom Applications or any component thereof;

    b. Prohibits the End-User from copying the Custom Applications or any component thereof, except as necessary to use the licensed copy of the Custom Application, provided that an End-User may make a copy for back-up purposes so long as the copy is not distributed to a third party;

    c. Prohibits the End-User from distributing, transferring, leasing or renting the Custom Application or any component thereof to a third party except as a component of a Custom Application;

    d. Limits the use of the Custom Application according to the associated Runtime License, or an additional Program License Type, that has been purchased;

e. Requires a Runtime License, or an additional Program License Type, from Licensor for the Custom Application;

f. Includes the statement that the End-User accepts all risks and liability arising from the installation, use and results obtained from use of the Custom Application or any component thereof, for any purpose and for reliance on the results obtained from the use of the Custom Application or any component thereof for any purpose;

g. Includes a disclaimer of warranty that by its terms is applicable to Licensor and its Affiliates and that is at least as limiting as the warranty limitations and disclaimers in the Agreement; and

h. Includes a disclaimer of liability that by its terms is applicable to Licensor and its Affiliates and that is at least as limiting as the limitations on Licensor and its Affiliates liability in the Agreement.

2.7 All rights not specifically granted herein or not specifically granted in the Software License Agreement or these Supplemental Terms are prohibited.

3. PRODUCTS DEVELOPED BY LICENSOR

Nothing contained in these Supplemental Terms shall be construed to limit Licensor's right to modify its Programs or to develop other products which are similar to or offer the same or similar functionality and/or improvements as any Custom Application developed by the Licensee.

4. INDEMNIFICATION

Licensee agrees to indemnify, defend and hold harmless, Licensor and its Affiliates, officers, directors, employees, consultants and agents from any and all claims, liability, damage and/or costs (including, but not limited to reasonable attorney's fees) arising out of the operation of the Programs with other software and/or technology developed or selected by the Licensee, the copying, licensing and distribution of a Custom Application, the use of a Custom Application by any person, and the infringement of any intellectual property or other right of any entity or person by a Custom Application. This obligation shall survive the termination of these Supplemental Terms and/or the Software License Agreement.