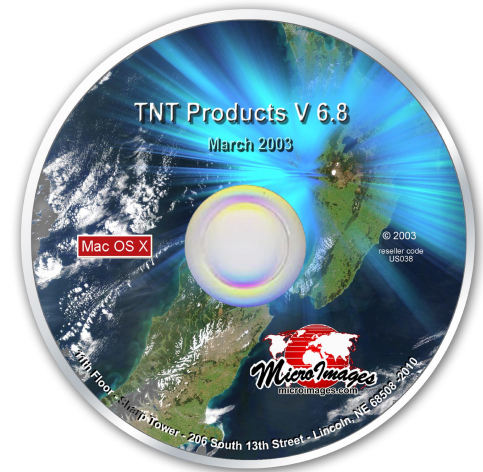




MicroImages, Inc.

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Lease a Floating Special Academic License (SAL) to the TNT Products

Lease Price

3 Unit Floating Licenses

Qualifying academic programs can lease for 12 months a floating Special Academic License (SAL) for 3 seats (concurrent users) for the TNT products for US\$3000. A SAL lease fee must be paid in advance.

This SAL is for a minimum of 3 TNT product units (seats), which must all be ordered at once and will be controlled over a network by a single software authorization key (a physical device).

Upgrades Included

All regular TNT product upgrades and maintenance are included in this SAL lease. During this 1 year lease, it is probable there will be 1 or 2 complete upgrades of the TNT products, but a fixed number of upgrades is not guaranteed.

Additional Floating Units

Additional floating units can be added to this minimum floating SAL license at a yearly lease rate of US\$1000 each.

Optional TNTserver Lease

A basic TNTserver can be leased for academic use with a SAL for US\$1000 per year. This lease also includes maintenance and upgrades for that year.

General Terms

There is no lease rate difference for a SAL between a NAFTA or international institution.

All MicroImages' prices including those above are subject to change without notice.

License Management

A MicroImages floating SAL license operates just like the floating license of most other commercial software products and the equivalent commercial TNT products. All 3 units (seats) are controlled by a single SAL software key physically attached to a single computer somewhere on the network. This single computer acts as a license manager for the TNT products. Its use as a license manager will not interfere with its normal use, but it must be accessible to the network 24 hours a day.

Any other suitable remote computer on the network that can freely access the license manager computer can check out and temporarily use 1 of the 3 units. The remote computer obtains a virtual key to temporarily authorize it to use a TNT product, just as if the physical software key is directly attached to that computer. Since the floating SAL license provides for 3 simultaneous units, or seats, a total of 3 virtual keys are available to check out for use on any computer on the connected network.

Products Included

The SAL permits local use of a TNTmips, TNTedit, or TNTview product with all options, but no more than any combination of 3 TNT product units concurrently. The 3 units can be checked out for use on any computer connected to the network running Windows, Mac OS X, and most varieties of LINUX and UNIX.

TNTAtlas and TNTlite are TNT products that are free and are not controlled by the SAL. They are able

to use properly sized materials prepared by the SAL units and can be used anywhere by anyone.

Products Not Included

Large Format Printing

Printing larger than A3 or 11" by 17" is not included in the minimum SAL lease. Students are generally not given access to print on large map size printers due to the cost of materials consumed. This large format printing (option P15) can be added for unlimited access and use by all units, or seats, covered by the SAL lease for US\$1000 per year.

TNTserver

TNTserver is not an end user product and can not float. It is only available for Windows XP or 2000 platforms. TNTserver is not included in the SAL. Academic institutions with a SAL can lease a TNTserver for US\$1000 per year including updates.

Other

No TNT products will be accepted for trade-in for a SAL.

No previous academic purchases or discounts at any other prices can be applied as credit to leasing a SAL.

Materials Supplied

No color printed tutorial or other materials will be shipped with a leased SAL license. The low lease price does not permit including these expensive, hand made materials. All printed materials are provided on the TNT product CD in PDF format and can be printed locally in color as required by the institution or end user. Local printing and distribution of an unlimited number of copies of the TNT reference materials on these CDs is permitted.

Three sets of TNT product CDs will be shipped for the current version of the TNT products when the lease is initiated. Three new CDs will be provided for any new upgrade of the TNT products released during the period of the lease. These same CDs also provide access to the TNTlite programs and can be copied for distribution to students and others. Additional CDs can be purchased from Microlimages for distribution for the minimal cost of their reproduction and shipping.

Discount Price Summary

Compared to Commercial Purchase

The total lease of the minimum SAL is US\$3000. Leasing is not available for the commercial use of the TNT products. One means of comparing this SAL lease rate to the commercial use of the same TNT products is to compare the first year opportunity cost of buying the same commercial products to use for 1 year.

The commercial purchase price for a 3 unit (seat) floating license is international = US\$21,600 [(a TNTmips = \$6000) x (1.20 for floating) x 3 units] or NAFTA = US\$18,000 [(a TNTmips = \$5000) x (1.20 for floating) x 3 units].

On this basis, the SAL lease is 14% of the international and 17% of the NAFTA commercial purchase price of the same TNT products.

Compared to Commercial Annual Maintenance

A more dramatic comparison is that the SAL lease is about equal to the price of the annual maintenance of the equivalent commercial TNT products whose prices are provided above. The minimum SAL lease is US\$3000 whereas the commercial annual maintenance for this floating license would be US\$3600 for international and US\$2880 for NAFTA locations.

Eligibility

The Special Academic License (SAL) will be available to those academic institutions that can demonstrate the SAL will be primarily used for academic purposes. The purpose of the SAL is to provide the opportunity for students pursuing regular academic degrees at your institution to routinely use the TNT products to learn and practice geospatial analysis in their native language. To qualify for a SAL

you must demonstrate that routine educational activities will be the primary use of the units you will purchase. You must also demonstrate that you have appropriate lecture and/or laboratory facilities available to provide your students with access to the SAL units.

The application to purchase and use a SAL is **easy to prepare**. It requires 3 simple documentation steps that you can submit directly to MicrolImages in English or in your native language through a MicrolImages Authorized Reseller.

Step 1. Establish that you are a qualified, nationally authorized degree granting institution.

You can document this by providing a copy of your academic institution's descriptive catalogs. Please provide the catalogs that list the courses in which the SAL will be used.

Step 2. Describe each course that will make direct use of the SAL units and how they will be integrated into the presentation of that course.

Each of your institution's academic courses should already have a written description with its title, objectives, requirements, and a brief outline of its content that you would normally provide to your students. Provide an official copy of this material for each course making up your institution's offerings in geospatial analysis. Append a short explanation of how the TNT products will be used for the lecture and/or the laboratory portion of the course. The use of the geospatial products of other vendors in the same course is acceptable, but please also list any of these other kinds of application software used in the course.

Step 3. Describe the computers provided by the institution for regular student use of the SAL units in the lecture, laboratory, and/or assigned projects of the courses documented in Step 2. List only those computer facilities used for the course that are part of a local or larger, campus-wide network that will access the floating units provided by the SAL. Please include a digital photo(s) of the computer-equipped classroom where the students will use the TNT products. Please also plan to take and forward digital photos of the same room when your students are using the TNT products for class assignments. These can be used to validate your request to obtain a new lease.

If your institution's catalog and course descriptions are in English, you should submit your application (Steps 1, 2, and 3) to MicrolImages. If your institution's catalog and course descriptions are not in English, you can complete your application (Steps 1, 2, and 3) in your native language and submit it to your MicrolImages Authorized Reseller for review. If you do not have access to a reseller who speaks your language, you can send your non-English application materials directly to MicrolImages.

Licensee Defined

The term licensee is used herein to refer to the original academic institution that applies for and purchases the SAL.

The SAL license is controlled in part by a software authorization key (a physical device). Under this SAL lease, this key will count down the days and, unless renewed, will expire when the lease period is over. A new lease will be issued for 13 months to provide time for shipping and installation. However, a lease that is being extended or renewed after expiration will be set to a 12 month period.

A licensee who violates the terms of the SAL lease will not be permitted to add any additional units or to renew a leased SAL. They may also forfeit the right to continue using the TNT products for the balance of their lease without any refund. However, these penalties are not likely as MicrolImages and/or its reseller carefully screen all applicants. After the SAL lease is approved, its proper use depends primarily upon the integrity of the faculty and institution that sign this agreement. MicrolImages also assumes that a responsible academic organization will wish to teach its students by example to honor professional agreements and uphold its reputation for integrity.

Permitted Extra-Curricular Uses

A floating SAL lease whose primary use is for academic courses can also be used for other normal, educationally-related activities of the institution.

Units authorized by the SAL float to and can be used on any networked computers located within the physical facilities owned or leased by that institution, including dormitories and other university owned

Important Note: Homework assignments and individual assigned projects outside of class should be designed so the students can use their own computers and their personal, free copy of TNTlite. This will greatly expand the usefulness of the limited number of professional TNT products provided under the SAL by reserving their availability for larger class projects. The personal use of TNTlite for homework also encourages the student to apply what they learn about geospatial techniques to other academic and personal projects now and in the future.

and managed housing.

The SAL can be used for non-profit, internal academic research projects conducted by that single institution's paid faculty, paid staff, and graduate and regular students currently enrolled and actively pursuing a formal degree.

Prohibited Uses

The use of the SAL is restricted to the licensee that originally applied for and purchased it.

All uses of the units controlled by the SAL are restricted to officially enrolled students, paid faculty, and paid staff members of the licensee.

No unit of a floating SAL can be served up, used, or otherwise made available over the Internet. This is physically and deliberately blocked by the design of the TNT license manager and required software authorization key.

The temporary or permanent use of units controlled by a SAL cannot be rented, leased, loaned, granted, or gifted from the licensee to any individual, company, or other institution.

The SAL cannot be used to generate a profit or in any other manner that competes directly for production-oriented contract work with any private consultant or business.

The units authorized by the SAL cannot be transferred from the licensee without prior written approval from MicrolImages.

I have read the above academic license and understand and agree to its terms.

Signature: _____ Date: _____

Printed Name: _____

on behalf of (print name of institution): _____

Title (print name of your position): _____