

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2014 (the "Effective Date"), by and between Digital Data Maps, Inc. ("DDM"), a Florida Corporation with a business address of 3019 N. Shannon Lakes Drive, Suite 203, Tallahassee, Florida, Ucompass.com, Inc. ("UCOMPASS"), a Florida Corporation with a business address of 3019 N. Shannon Lakes Drive, Suite 203, Tallahassee, Florida, and the Clay County School Board ("CCSB"), with an address of 900 Walnut Street, Green Cove Springs, Florida 32043.

WITNESSETH

WHEREAS, DDM has agreed to donate certain weather station equipment (the "Weather Equipment") to CCSB;

WHEREAS, DDM and/or UCOMPASS have agreed to install and maintain the Weather Equipment for a period of at least one year;

WHEREAS, CCSB desires to have the Weather Equipment installed and maintained on CCSB property, and desires to indemnify DDM and UCOMPASS;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

INDEMNIFICATION.

Indemnification by CCSB.

Subject to and without waiving the limitations on liability contained in section 768.28, Florida Statutes, CCSB hereby indemnifies and holds harmless DDM, its officers, directors, employees, assigns, subcontractors, and agents for any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including without limitation, reasonable attorneys' fees and other legal costs and expenses), which DDM may suffer or incur, or become subject to, as a result of or in connection with the donation, installation, or maintenance of the Weather Equipment.

Subject to and without waiving the limitations on liability contained in section 768.28, Florida Statutes, CCSB hereby indemnifies and holds harmless UCOMPASS, its officers, directors, employees, assigns, and agents for any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including without limitation, reasonable attorneys' fees and other legal costs and expenses), which CCSB may suffer or incur, or become subject to, as a result of or in connection with the donation, installation, or maintenance of the Weather Equipment.

UCOMPASS.COM, INC.

By: _____

Name: Edward B. Mansouri

Title: President

CLAY COUNTY SCHOOL BOARD

By: _____

Name: _____

Title: _____

DIGITAL DATA MAPS, INC.

By: _____

Name: Edward B. Mansouri

Title: President