

**IMPORTANT - THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU (“LICENSEE”) AND GPS SOURCE, INC, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2121 EXECUTIVE CIRCLE, SUITE 100, COLORADO SPRINGS, CO 80906-4134 (“GPSS”). INSTALLING AND/OR USING THE ENCLOSED SOFTWARE, DATABASES, MODELS, DOCUMENTATION, ANY UPGRADES, ENHANCEMENTS, SOFTWARE PATCHES OR ANY OTHER SIMILAR ITEMS PROVIDED TO LICENSEE BY GPSS AND/OR ANY RELATED RECORDED INFORMATION (COLLECTIVELY, THE “SOFTWARE”), LICENSEE IS AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THE SOFTWARE. IF LICENSEE DOES NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, LICENSEE SHOULD PROMPTLY RETURN THE SOFTWARE (AS WELL AS ANY COPIES THAT LICENSEE HAS MADE OF THE SOFTWARE) TO GPSS.**

1. **Grant of License:** Subject to the terms and conditions of this Agreement, GPSS hereby grants to LICENSEE the non-transferable, non-exclusive, perpetual right to use and execute the SOFTWARE on a single workstation, desktop, or laptop that meets the minimum specifications set forth in the SOFTWARE documentation.

2. **License Restrictions:** LICENSEE agrees that it will not reverse engineer, decompile or disassemble any portion of the SOFTWARE or otherwise attempt to derive the source code of the SOFTWARE, nor extract data of any kind from the SOFTWARE, including but not limited to databases, 3D models, textures, external references, lighting systems, project files, and the like. LICENSEE may not use the SOFTWARE for commercial time-sharing, rental, outsourcing, on a service bureau basis, or to train any users other than employees or personnel of LICENSEE. If LICENSEE disposes of any media or apparatus containing SOFTWARE, LICENSEE will ensure that it has completely erased or otherwise destroyed any SOFTWARE contained on such media or stored in such apparatus.

3. **Copying Restrictions:** LICENSEE may install the SOFTWARE by copying it onto the hard disk drive or into the CPU memory of a computer for use thereon, and may make full or partial copies of the SOFTWARE, but only as necessary for backup or archival purposes. LICENSEE agrees that (i) LICENSEE’s use and possession of such copies shall be solely under the terms and conditions of this Agreement, and (ii) LICENSEE shall place the same proprietary and copyright notices and legends on all such copies as included by GPSS on the media containing the authorized copy of the SOFTWARE originally provided by GPSS.

4. **Ownership:** The SOFTWARE is licensed, not sold. LICENSEE agrees and acknowledges that GPSS transfers no ownership or other intellectual property interest in the SOFTWARE and that GPSS and its licensors reserve all rights, title, and interest to the SOFTWARE not expressly granted hereunder. After LICENSEE pays any applicable license fees, LICENSEE will own the media on which the SOFTWARE was originally provided hereunder and on which LICENSEE subsequently copies the SOFTWARE, but GPSS and its

licensors shall retain ownership of all SOFTWARE and copies of the SOFTWARE or portions thereof embodied in or on any media.

5. **Sublicensing Restrictions:** LICENSEE may not sublicense the SOFTWARE, except with the prior written consent of GPSS. In the event that GPSS consents to LICENSEE’s sublicensing of the SOFTWARE, the sublicensee may only use the SOFTWARE in accordance with the terms and conditions of this Agreement. LICENSEE shall ensure that it enters into a written agreement with any authorized sublicensee that protects GPSS’s rights and interests to the same extent protected under this Agreement and specifies GPSS as a third party beneficiary. LICENSEE agrees to provide a copy of such agreement to GPSS at GPSS’s request and to assist GPSS at LICENSEE’s expense in enforcing GPSS’s rights if GPSS is not recognized as a third party beneficiary in the applicable jurisdiction.

6. **Support:** GPSS shall make available to LICENSEE a current version of a user’s guide with instructions regarding the SOFTWARE. Additionally, GPSS will provide to LICENSEE up to eight (8) hours of cumulative telephone support regarding the use and operation of the SOFTWARE at no charge to LICENSEE. Telephone support beyond eight (8) hours will be charged at GPSS’s regular hourly rates. GPSS shall also make GPSS personnel available at its convenience to render technical assistance regarding the SOFTWARE for up to five (5) man-days at GPSS’s regular daily rates plus reasonable expenses.

7. **Export Restrictions:** LICENSEE acknowledges and agrees that the SOFTWARE and all related technical information, documents, and materials are subject to U.S. export regulations, including the U.S. Department of State International Traffic in Arms Regulations (Title 22, CFR Parts 120-130), the U.S. Department of Commerce Export Administration Regulations (Title 15, CFR 730-774), and any other U.S. Government regulation applicable to the export/import, re-export, or disclosure of such controlled SOFTWARE, technology or technical information (or the products thereof). LICENSEE agrees and shall (a) comply strictly with all legal requirements established under these controls; (b) cooperate fully with the GPSS in any official or unofficial audit



or inspection that relates to these controls; and (c) not export, re-export, divert, transfer, or disclose, directly or indirectly, any SOFTWARE or related technical information, documents, or materials, or direct products thereof, to any country or any national or any resident thereof, so restricted by the U.S. export laws, as modified from time to time unless LICENSEE has obtained prior written authorization of the GPSS, the U.S. Department of Commerce, the U.S. Department of State, and/or any other relevant governmental authority.

LICENSEE agrees to cooperate with GPSS through the provision of information, the execution of any agreements, amendments, licenses, non-disclosure agreements, certifications or other documentation required of GPSS by the U.S. Government in accordance with the requirements of the applicable export laws and regulations, or any applicable export authorization issued by the U.S. Government. Furthermore, LICENSEE shall require any third party vendors, subcontractors, consultants, agents or representatives to comply with Section 7 of this Agreement.

#### 8. Payment Provisions:

- a. The license fees shall be set forth in a relevant purchase order, invoice or contract between LICENSSEE and GPSS relating to the SOFTWARE (in any case, the "Contract"). In consideration of the license granted herein, LICENSEE agrees to make the license fee payments, which payments shall be nonrefundable and irrevocable except as otherwise provided in this Agreement. All payments hereunder shall be payable within thirty (30) days of LICENSEE's receipt of GPSS's invoice unless otherwise set forth in the Contract.
- b. The fees specified in the Contract do not include taxes, duties, or other fees: if GPSS is required to pay sales, use, property, value-added, withholding or other taxes based on the licenses granted, then such taxes, duties or fees shall be billed to and paid by LICENSEE. This Section shall not apply to taxes based on GPSS's net income or payroll taxes.

#### 9. Termination:

This Agreement is effective until terminated. In the event the LICENSEE materially breaches the terms of this Agreement and is notified thereof in writing by GPSS and the LICENSEES is unable or unwilling to cure the breach within thirty (30) days, then GPSS may initiate a dispute pursuant to applicable U.S. Government regulations, including FAR 52.212-4(d), FAR 33.215 and FAR 52.233-1, to include the ability to file additional claims to address breach(es) during the pendency of the original claim (if such breach during pendency has not already been submitted in the original claim). All sections of this Agreement must survive in order to give effect to their intent and meaning shall survive termination of this Agreement.

#### 10. Confidentiality:

- a. For the purposes of this Agreement, "Confidential Information" means any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Confidential Information includes, but not be limited to, the SOFTWARE, as well as know-how, processes, designs, new products,

developmental work, marketing requirements, marketing plans, customer names, prospective customer names, and the terms and pricing under this Agreement, regardless of whether such information is identified as confidential. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information.

- b. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than in the performance of this Agreement. LICENSEE shall not disclose the results of any performance tests of the SOFTWARE to any third party without GPSS's prior written approval in each instance. The parties agree to hold each other's Confidential Information in confidence and to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of this Agreement. Each party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Section 8 and that such breach would cause irreparable harm to the non-breaching party; therefore, the non-breaching party shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under this Agreement.
- c. Further, this Section 10 will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; *provided, however*, that a party who has been subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information (the "responding party") shall first have given reasonable prompt written notice to the other party of the receipt of any subpoena or other request for such disclosure and shall have made a reasonable effort to seek a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Notwithstanding the foregoing obligation of the responding party, nothing in this Section 8 shall limit or restrict the ability of the other party to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information.
- d. Upon termination of this Agreement, each party will, within ten (10) days after any such termination, deliver to the other all Confidential Information received hereunder and, in such circumstances, LICENSEE will render unusable all SOFTWARE originally provided hereunder and any copies thereof embodied in any medium.

#### 11. U.S. GOVERNMENT PURCHASES: If SOFTWARE is acquired for or on behalf of the U.S. Government, then:

- a. It is recognized and agreed that the SOFTWARE: (i) was developed at private expense; (ii) was not required to be



originated or developed under a Government contract; (iii) was not generated as a necessary part of performing a Government contract; and (iv) was not accomplished during and necessary for the performance of a Government contract.

- b. It is recognized and agreed that SOFTWARE is commercial computer SOFTWARE, as that term is used in FAR Part 27.4 (and any applicable agency supplements thereto), and DFARS parts 227.71 (SEP 23, 2016) and 227.72 (SEP 23, 2016).
- c. If this purchase is subject to FAR Part 27, and FAR 52.277-19 has been incorporated into the terms of this purchase, the Government's rights in the SOFTWARE are no greater than RESTRICTED RIGHTS as specified in FAR 52.227-19.
- d. The Government's rights in the SOFTWARE are no greater than the rights expressly stated in the body of this Standard Licensing Agreement, if this purchase is subject to (i) FAR Part 12; (ii) FAR Part 27, and FAR 52.227-19 has not been incorporated into the terms of this purchase; (iii) DFARS Part 227.70; (iv) DFARS Parts 227.71 and 227.72 (JUN 1995); or (v) any other regulation or clause permitting the contractor to deliver commercial computer SOFTWARE under the contractor's standard commercial license.
- e. Any related technical data shall be delivered to the Government with no more than limited rights.

**12. DISCLAIMER OF SOFTWARE WARRANTY:** GPSS PROVIDES THE SOFTWARE TO LICENSEE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO INTELLECTUAL PROPERTY OWNERSHIP, OR ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY GPSS EMPLOYEE, REPRESENTATIVE OR DISTRIBUTOR WILL CREATE A WARRANTY FOR THE SOFTWARE, AND LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

**13. Limited Warranty on Media:** GPSS warrants the media on which SOFTWARE is recorded and provided to LICENSEE under this Agreement to be free from defects in materials and workmanship under normal use for a period of ninety (90) days after the date of the original delivery of SOFTWARE to LICENSEE. Such warranty is solely for LICENSEE's benefit and LICENSEE has no authority to assign, pass through or transfer this warranty to any other person or entity. If LICENSEE returns any defective media to GPSS or an authorized GPSS representative during the warranty period with proof of purchase, GPSS will, at its sole option, either replace such defective media or refund the purchase price for such media. This warranty will not apply to any media that has been damaged by abuse, accident or misuse. The foregoing warranty sets forth GPSS's entire liability and LICENSEE's exclusive remedy for any defects in any media and is in lieu of, and GPSS disclaims, all other warranties, express, implied, or otherwise, including without limitation any warranty of merchantability or fitness for a particular purpose.

**14. LIMITATION OF LIABILITY:** IN NO EVENT SHALL GPSS OR ITS LICENSORS BE LIABLE TO LICENSEE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION THE COST OF DATA, USE, PROFITS OR GOODWILL, OR PROPERTY DAMAGE), WHETHER OR NOT GPSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. GPSS'S LIABILITY ARISING OUT OF THIS SOFTWARE LICENSE AGREEMENT AND/OR LICENSEE'S USE OR POSSESSION OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS COMBINED, WILL NOT EXCEED THE AMOUNT OF THE LICENSE FEE LICENSEE PAID FOR THE SOFTWARE PROVIDED UNDER THE AGREEMENT.

**15. Laws Governing Warranties and Liability:** The validity, interpretation, and enforcement of this Agreement shall be governed by and interpreted in accordance with U. S. federal law with exclusive jurisdiction in U. S. federal courts. Disputes relating in any way to this EULA shall be governed in accordance with applicable U. S. Government regulations including FAR 52.212-4(d), FAR 33.215 and FAR 52.233-1..

**16. Assignment:** Except as otherwise provided herein, LICENSEE may not assign this Agreement or transfer or sublicense the SOFTWARE to another legal entity or continue to utilize the SOFTWARE in the event of a Change of Control (defined below), without GPSS's prior written consent. For the purposes of this Agreement, a "Change of Control" means the acquisition of all or substantially all the assets of LICENSEE relating to this Agreement, whether by merger, acquisition, by law, or any other means or a change in control of the voting securities of LICENSEE

**17. Notices:** All notices required to be sent hereunder shall be in writing and shall be deemed to have been given upon (i) the date sent by confirmed email or facsimile, (ii) on the date it was delivered by courier, or (iii) if by certified mail return receipt requested, on the date received, to the addresses set forth above and in the Contract, or to such other address or individual as the parties may specify from time to time by written notice to the other party.

**18. Severability:** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force. If any warranty remedy is held to fail of its essential purpose, the limitation of liability herein shall be enforced to the fullest extent permitted by law.

**19. Waiver:** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

**20. Successors and Assigns:** All provisions of the Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of GPSS and LICENSEE.

**21. Relationship of the Parties:** GPSS is an independent contractor; nothing in this Agreement shall be construed to



create a partnership, joint venture or agency relationship between the parties.

22. **Maintenance and Support.** GPSS is not responsible for maintenance or support of the Licensed Software under this Agreement. LICENSEE may purchase maintenance and support for the Licensed Software from GPSS through a separate maintenance and support agreement.

23. **Updates.** Updates to the Software, or any component part of the Software, are governed by the terms of this Agreement. LICENSEE must hold a valid license for the Software in order to receive updates to the Software and after the Software has been licensed for one year, LICENSEE must enter into a paid annual maintenance support subscription in order to receive future updates to the Software that are released by GPSS.

24. **Entire Agreement:** This Agreement and the Contract together constitute the complete agreement between the parties and, except as provided herein and therein, supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. In the event of any conflict or inconsistency between the terms and conditions of the Contract and this Agreement, the terms and conditions of this Agreement shall prevail with respect to the subject matter herein.

25. **GPSS Products Under this License Agreement**

- a) Panther Navigation Software
- b) Panther Operating Software
- c) Globalstar Rate Line Detection Firmware
- d) Satellite Orbit Determination Algorithms
- e) FLOTALK
- f) Very High-Speed Integrated Circuit Hardware Description Language (VHDL)
- g) Datum Transform Software
- h) IS-GPS-153
- i) IS-GPS-153C
- j) VICTORY/CSAC Accessory Module.
- k) HALO Operating Software
- l) AntiJam Processing Firmware
- m) AntiJam Processing Software