

## GDAIS END-USER LICENSE AGREEMENT FOR THE GLOBAL GIS DATABASE PRODUCTS

This General Dynamics Advanced Information Systems, Inc. (GDAIS) END-USER LICENSE AGREEMENT (the "EULA") FOR THE GLOBAL GIS DATABASE PRODUCTS (GGDP) is made by and between GDAIS with offices at 14700 Lee Road, Chantilly, Virginia 20151, fax number 703-251-7507, and a certain person or entity formally known as "Licensee," listed below. Collectively, GDAIS and Licensee may be called the "parties." Also, "you" or "your" refers to Licensee, and "we," "us," or "our" refers to GDAIS.

This EULA constitutes the entire agreement between you and us concerning the Global GIS Database Products. Any and all other (written or oral) agreements concerning the Global GIS Database Products existing between you and us are expressly cancelled.

As used in this EULA:

- "Corel" means Corel Corporation whose principal place of business is at 1600 Carling Avenue, Ottawa, Ontario, Canada K1Z 8R7.
- "Data" means GDAIS's worldwide databases of maritime boundaries (GMBD), maritime ports (GMPD), maritime wrecks (GMWD), broadcast warnings, anti-shipping activity messages (piracy), bathymetry, elevation, ocean sediment, shorelines (GSD), shipping lanes, and/or other data that GDAIS has custody or control of either because GDAIS owns it or because GDAIS otherwise has rights in it (by license or other means from third parties), and all updates to any such data during the term of this EULA. A reference to "Data" includes a reference to each of its elements and aspects.
- "ESRI" means Environmental Systems Research Institute, Inc. whose principal place of business is at 380 New York Street, Redlands, California 92373-8100.
- "GGDP" means any of the Global GIS Databases Products on a CD-ROM, other media or delivered via email, containing the Data and/or the Third-Party Software. A reference to "GGDP" includes a reference to each of its elements and aspects.
- "In-House Use" means your use exclusively for your internal business purposes **and does not include the providing of Data or similar data as a service (with or without a fee) to others.**
- "GDAIS" means General Dynamics Advanced Information Systems, Inc. whose office is located at 14700 Lee Road, Chantilly, Virginia, 20151.
- "Permitted User" refers to each permitted user within the number listed in the executed license agreement or the commercial invoice.
- "Related Parties" is a joint and several reference to GDAIS, ESRI, Corel, other suppliers of ours, our affiliates, our subsidiaries, and other third parties having a legal relationship with us.
- "Subscription Products" means any of the GGDP that are distributed on a subscription basis and require renewal of the subscription for continued use beyond the initial subscription period. Such GGDP may include periodic maintenance updates during subscription periods.
- "Third-Party Software" means the optional ESRI ArcExplorer® software and the Corel Adobe Acrobat™ software (and any documentation files accompanying such software), provided under this EULA for use with the Data as part of the GGDP. A reference to "Third-Party Software" includes a reference to each of its elements and aspects.

The terms below govern your access to and use of the GGDP. You understand that we are engaged in the business of creating and providing the GGDP to the marketplace; that we own (or otherwise have rights to) the Data; and that ESRI owns the ArcExplorer® software; and that Corel owns the Adobe Acrobat™ software.

You represent (i) that you are in the business described as "Licensee's Business" below, **(ii) that Licensee's Business does not include providing Data ( or software) to others, and (iii) that you desire to license the GGDP under the provisions of this EULA solely for your In-House Use.**

ACCORDINGLY, you and we agree as follows:

## 1.0 GRANT, TERM, AND TERMINATION

- 1.1 Subject to your payment of the applicable license fees and your complying with the other terms and conditions of this EULA, we hereby grant to you, and you hereby accept, a non-exclusive and non-transferable limited right and license for each Permitted User to possess and use the GGDP only for your In-House Use, and not for sale, sublicense, distribution, or transmission to or for a third party. **Such possession and use of the GGDP shall be only on a single computer used by a Permitted User.** You may store or install the GGDP on a storage device (such as a network server) used only to install or run the GGDP on your other computer(s) and/or terminal(s) over an internal network. However, each computer and each terminal on which the GGDP is either installed or accesses the storage device requires its own separate license to be considered a Permitted User.
- 1.2 Subject to Section 4.0 below, you may create manuals, maps, papers, reports, documents, and other materials which are not primarily copies of the GGDP, but which may be derivations from the Data (but not derivations of any Third-Party Software), *provided* such derivations (a) contain significant enhancements, modifications, aggregations, manipulated results of analysis, or other features not contained in the Data, and (b) give credit to us in the following form: ***"Includes data supplied by GDAIS Copyright (1999-present). These data and this information are provided on a best-efforts basis and GDAIS does not guarantee their accuracy or warrant their fitness for any particular purpose. Such data or information has been reprinted with the permission of GDAIS."*** All copies and representations of the GGDP, including merged or modified portions, shall as between you and us remain our exclusive property, shall continue to be subject to this EULA, and shall contain all copyright and other proprietary notices of GDAIS, ESRI, and Corel as applicable. **You shall not: (i) permit any affiliated entities or third parties access to or use of the GGDP, or any subsets, except as may specifically be set forth in this EULA, (ii) allow access to the content of the GGDP, in whole or in part, via the Internet, (iii) use the GGDP in the operation of a service bureau, to provide time sharing services, or in any other similar arrangement, or (iv) translate, decompile, disassemble, or otherwise reverse engineer the GGDP, except and only to the extent such activity is expressly permitted by applicable law.**
- 1.3 For GGDP other than Subscription Products, this agreement shall commence on the Effective Date and continue until terminated.
- 1.4 **For Subscription Products, unless otherwise terminated as provided in this EULA, the term of this agreement is one (1) year from the Effective Date of the initial or renewal subscription.**
- 1.5 You understand that our willingness to license the GGDP continues only for so long as you comply with all of the provisions of this EULA. You understand and agree that any violation of a provision contained in this EULA shall be grounds for immediate termination, without prejudice to any right or remedy available to us under this EULA, at common law, by statute, or in equity.
- 1.4 **Upon termination of the license granted by this EULA, you shall immediately cease any and all use of the GGDP, and upon notice by us at such termination or at any time thereafter, return to us at your expense within ten (10) days of such notice all materials containing the GGDP including all copies and representations thereof, and purge the GGDP from any electronic media containing the GGDP. This purging requires you to completely delete any and all portions of the GGDP loaded into any database or software application.** Also upon our request, you shall provide us with a statement signed by an officer of yours confirming that you have no copies or representations of the GGDP in your possession and have ceased all use of the GGDP. In the event of termination of this EULA for any reason, you shall remain bound by applicable Sections of this EULA, including 1.0, 3.0, 4.0, 7.0, 8.0, and any payment obligations arising prior to or after termination. If this EULA is terminated as a result of your breach, you shall not be entitled to any refund.

1.5 You grant us a license in, and reasonable access to, your products, applications, services, and Internet sites, which are based on the GGDP licensed under this EULA for evaluation purposes and use in monitoring compliance with the terms of this EULA.

**2.0 PRICING** You agree to pay when due all license fees for the GGDP as indicated above. All such fees shall be due and payable prior to the delivery of the GGDP unless otherwise agreed in writing by you and us. You shall pay, or reimburse us, for all applicable taxes, customs charges, insurance, and delivery and/or other fees associated with delivery or transmission of the GGDP. You shall be responsible for all collection costs, including reasonable attorneys' fees, incurred as a result of your breach of this EULA or nonpayment of fees due. You shall additionally be responsible and liable for interest on past due sums at the lesser of the maximum legally chargeable interest rate or 18% per annum. If any amounts due under this EULA have not been paid in full within thirty (30) days after they are due, then without limitation of any other remedies and rights we may have, we may at our discretion and without prior notice to you terminate this EULA.

**3.0 TITLE AND NON-ASSIGNABILITY** As between you and us, title to the GGDP, all property rights in the GGDP, and all materials supplied to you under this EULA shall be and remain our sole and exclusive property. All applicable legal rights in the GGDP, such as rights in confidential and trade secret material, data, source code, object code, and copyrights, shall be and remain the exclusive property of ours and our Related Parties. You shall have no right, title, or interest in the GGDP except the license to use the GGDP as granted in Section 1.0 above. The license to use the GGDP under this EULA is personal to you, and you may not transfer, sublicense, rent, lease, assign, or deliver, directly, indirectly, by operation of law, or otherwise (e.g., by merger, acquisition, dissolution), the GGDP (or any portion or copy or representation of the GGDP) or such license to any other person or entity without our prior written consent. Any such assignment or transfer by you (a) shall be null and void; and (b) shall not release you from your obligations under this EULA.

#### **4.0 CONFIDENTIALITY**

4.1 You understand and agree that the GGDP is the proprietary, confidential, and/or trade secret information of ours or of our Related Parties. You agree to maintain the GGDP in strict confidence and you agree not to divulge, loan, sell, sublicense, publish, disclose, display, duplicate, or otherwise reproduce, directly or indirectly, the GGDP in whole or in part, or any materials relating to the GGDP, except that one (1) copy only may be made for archival and disaster recovery purposes. You agree to take all reasonable steps by instruction, agreement, or otherwise, to ensure that no unauthorized persons shall have access to the GGDP and that all authorized persons having access to the GGDP shall refrain from any such disclosure, duplication, or reproduction. You agree to limit access to the GGDP to those employees and/or consultants who in the course of their employment/engagement with you need access to the GGDP for your In-House Use. You agree not to do anything, whether by way of reverse engineering, attempting to unlock or bypass any software keycode, or otherwise, that is intended to reveal the source code of the Third-Party Software. You agree not to remove or obscure any copyright notice or other proprietary markings from the GGDP, or otherwise attempt to defeat or disable any security measures contained in the GGDP to prevent unauthorized use or copying. You accept liability for any copying or transmission of the GGDP by your employees, agents, and third parties that have obtained access through you to the GGDP not permitted by this EULA regardless of whether such access was authorized by you. You shall be liable for attorneys' fees and damages that are recoverable by us as a result of such copying or transmission of the GGDP obtained through you.

4.2 You acknowledge that the GGDP is unique and that your failure to comply with the provisions of this Section 4.0 shall result in irreparable harm to us and/or our Related Parties, and that in the event of the breach or threatened breach by you of your obligations under this Section 4.0, we may bring suit in equity and shall be entitled to enjoin any such actual or threatened breach. Additionally, you understand and agree that ESRI and Corel and their suppliers may enforce their intellectual property rights in the Third-Party Software through injunctive relief as well as all other remedies available to ESRI and Corel at law or equity. The obligations of this Section 4.0 shall survive the termination of this EULA. If you breach this EULA, you agree to indemnify and hold us and our Related Parties harmless from: (i) any and all resulting claims of liability that we may incur to third parties; and (ii) any other damages that we may incur.

## 5.0 INDEMNITY

- 5.1 We shall indemnify and hold you harmless from and against claims, demands, and suits based on infringement of any United States trademark, patent right, copyright, or trade secret as a result of your use of the Data: (a) under the terms and conditions specified in this EULA; (b) under normal use; and (c) not in combination with third party products (other than the Third-Party Software); *provided that* we are promptly notified in writing of any such suit or claim against you, *and further provided that* you permit us to defend, compromise, or settle same, and give us all available information, reasonable assistance, and authority to enable us to do so.
- 5.2 If, as the result of any claim of infringement of any United States patent, trademark, copyright, license, or other United States property right, we or you are enjoined from using or utilizing the Data, or if we believe that the Data is likely to become the subject of a claim of infringement, we (at our option and expense) may procure the right for you to continue to use the Data, or replace or modify the Data so as to make it non-infringing.
- 5.3 THE FOREGOING STATES OUR ENTIRE LIABILITY WITH RESPECT TO ANY THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

## 6.0 WARRANTY

- 6.1 We warrant that the media upon which the GGDP is provided will be free from defects under normal use for a period of 90 days from the date the GGDP is provided to you. We will promptly replace any media found defective during such warranty period. You acknowledge that because of error inherent in the procurement of information and the human factors involved in the compilation of data and information, the GGDP may contain a degree of error. You also acknowledge that the prices which we charge our customers for the GGDP are based, in part, upon our expectation that the risk of any loss or injury which might be incurred by a customer in reliance upon the information will be borne by the customer. For these reasons, you agree that you are responsible for determining that the GGDP provided by us is sufficiently accurate for your purposes.
- 6.2 EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, WE PROVIDE THE GGDP "AS IS" AND DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE GGDP OR OF THE MEDIA ON WHICH THE GGDP IS PROVIDED, AND SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR PART, BY OUR ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING INFORMATION OR IN OTHERWISE PERFORMING OUR OBLIGATIONS UNDER THIS EULA. WE HEREBY DISCLAIM AND NEGATE ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY REGARDING RESULTS YOU MAY OBTAIN FROM USING THE GGDP, WARRANTIES THAT THE GGDP WILL BE FREE OF INFECTION BY VIRUSES, WORMS, OR OTHER CONTAMINATING OR DESTRUCTIVE PROPERTIES, THE GGDP WILL MEET YOUR REQUIREMENTS, THE GGDP WILL BE ERROR-FREE, OR THAT THE USE OF THE GGDP WILL BE UNINTERRUPTED, AS WELL AS THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT NOTHING HAS BEEN STATED OR OTHERWISE INDICATED TO YOU CONTRARY TO THIS SECTION 6.0. YOU ASSUME ALL RISK OF DAMAGE OR LOSS RESULTING FROM THE USE OF THE GGDP OR ANY PORTION THEREOF.
- 6.3 You shall be entitled to limited e-mail (Info@MaritimeBoundaries.com) and limited telephone ((703) 251-7507) technical support regarding the content of the GGDP ("GGDP Technical Support"). However, we do not warrant that any error can or will be remedied. You agree not to look to ESRI or Corel for any technical support related to the GGDP.

## 7.0 LIABILITY LIMITATION

- 7.1 WE AND OUR RELATED PARTIES SHALL NOT BE LIABLE UNDER ANY THEORY OF LAW (INCLUDING NEGLIGENCE) FOR ANY LOSS OR DAMAGE THAT MAY ARISE IN CONNECTION WITH THE FURNISHING, THE PERFORMANCE, YOUR INABILITY TO USE, OR YOUR USE OF THE GGDP, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, LOST PROFIT, CONSEQUENTIAL DAMAGES, OR OTHER KIND OF LOSS OR DAMAGE WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR IF SUCH DAMAGE MAY OTHERWISE BE FORESEEABLE.
- 7.2 IN NO EVENT SHALL YOU BE ENTITLED UNDER ANY THEORY OF LAW (INCLUDING NEGLIGENCE) TO ANY MONETARY DAMAGES AGAINST US OR OUR RELATED PARTIES IN EXCESS OF THE LICENSE FEES PAID TO US BY YOU DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 7.3 Notwithstanding anything to the contrary contained in this EULA, if we are unable to furnish all or any part of the GGDP due to a failure by any of our third party providers to provide such data or any service to us, we shall be excused from providing such third party item.

## 8.0 GENERAL

- 8.1 This SBMALA including any attachments which are incorporated herein by reference as though fully set out contains the entire understanding and agreement between the parties with respect to the subject matter contained herein. No person or other legal or commercial entity not a party hereto shall have any interest herein or be deemed a third party beneficiary hereof.
- 8.2 The terms of this SBMALA may not be altered by any course of performance between the parties, any course of dealing, or any usage of trade. Except as specifically set forth in this SBMALA, this SBMALA may be amended or terminated only by a written instrument executed by you and us. Our failure to enforce a provision of this SBMALA shall not be construed as a waiver of our rights to enforce such provision. No terms in any written order that vary from the terms of this SBMALA shall be of any force and effect, whether or not we sign the order or otherwise indicate our acceptance, unless we expressly refer to the specific variance(s) in question as a modification of this SBMALA. Any description of the GGDP and any written material used to facilitate or promote the GGDP are for the sole purpose of identification and are not to be construed as representations of product quality or warranties.
- 8.3 Regardless of the place of performance, this SBMALA shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Virginia (excluding its choice of law rules). For any dispute that may arise under this SBMALA, each party submits to the non-exclusive jurisdiction of the state and federal courts located in laws of the Commonwealth of Virginia, and waives any jurisdictional, venue, immunity, or inconvenient forum objections to such courts. In any action to enforce any right or remedy under this SBLA or to interpret any provision of this SBLA, the prevailing party shall be entitled to recover litigation costs, including reasonable attorneys' fees.
- 8.4 **You shall maintain accurate records as necessary to verify compliance with this Agreement. GDAIS may conduct one or more audits of the records and equipment to verify such compliance. Audits will be conducted during normal business hours. All audits shall be conducted at GDAIS' expense unless the results establish that you have underpaid GDAIS by more than 5% of the amount actually due, in which case you shall pay all amounts due and bear the expense of the audit.**
- 8.5 In the event that any portion of this SBMALA is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of this SBMALA shall remain in full force and effect.

- 8.6 Any notice or other communication under this SBMALA shall be in writing, and shall be sent via facsimile transmission or other confirmed electronic means, first class mail, or professional courier service addressed to the principal address of the parties set forth above. Such notices shall be deemed effective upon transmission.
- 8.7 Each of the parties will appoint a representative to meet for the purpose of endeavoring to resolve a dispute or agreement between the parties, whether with respect to the interpretation of any provision of this SBMALA, or with respect to the performance of either party hereto. Each party agrees that it shall not terminate this dispute resolution procedure until discussions have been elevated to the Vice President level, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.
- 8.8 This Agreement shall inure to the benefit of, and be binding upon, you and your successors and assigns, but shall not be assignable by you without the prior written consent of GDAIS. In the event you wish to delegate the performance of any of your obligations hereunder to a third party, the written consent of GDAIS must first be obtained and GDAIS reserves the right to approve all terms of any such delegation. Any such purported assignment or delegation without GDAIS' written consent shall be void and of no effect.
- 8.9 The GGDP may contain information that is controlled for export under applicable United States laws and regulations. We do not warrant that the information contained in the GGDP may be accessed by non-US citizens or downloaded to points outside of the United States without the prior approval of the United States Government. You are responsible for compliance with applicable laws, regulations, and orders of the United States in regard to any export of the Data or any portion of the GGDP. You agree not to disclose or export the GGDP in or to any countries for which the United States Government requires an export license or other supporting documentation at the time of export or transfer, unless you have obtained prior written authorization from us and the U.S. Office of Export Control.
- 8.10 With respect to any accessing of the GGDP by or for any unit or agency of the United States Government (the "Government"), the Third-Party Software portions of the GGDP shall be classified as "commercial computer software," as that term is defined in the applicable provisions of the Federal Acquisition Regulation (the "FAR") and supplements thereto, including the Department of Defense (DoD) FAR Supplement (the "DFARS"). In no event shall the Government acquire greater than RESTRICTED/LIMITED RIGHTS. If the GGDP is supplied for use by DoD, such GGDP is delivered subject to the terms of this SBMALA and either (i) in accordance with DFARS 227.7202, or (ii) with restricted rights in accordance with DFARS 252.227-7013 OCT 1988) and/or DFARS 252.227-7015 (NOV 1995), as applicable. If the GGDP is supplied for use by a Federal agency other than DoD, such GGDP is restricted computer software delivered subject to the terms of this SBLA and (i) FAR 12.211/12.212; (ii) FAR 52.227-19; and/or (iii) FAR 52.227-14 (ALT I, II, and III), as applicable. For purposes of this provision, the contractor/manufacturer is GDAIS, whose office is located at 14700 Lee Road, Chantilly, Virginia, 20151; and Environmental Systems Research Institute, Inc., 380 New York Street, Redlands, CA 02373-8100, USA; and Corel Corporation Limited, Europa House, 3rd Floor, Harcourt Street, Dublin 2, Ireland.