

SOFTWARE LICENSE AGREEMENT

MicroCosm® NavMsg Executables

This LICENSE AGREEMENT is made and entered into between _____
_____ (the "Licensee")
and Van Martin Systems, Inc. (the "Licensor").

1. LICENSE: Subject to the terms and restrictions set forth in this License Agreement, the Licensor hereby grants to the Licensee a nonexclusive, nontransferable license to use the MicroCosm® NavMsg Software and related documentation listed in Parts A and B of Attachment 1, along with all subsequent modifications, enhancements and Upgrades (as defined in Section 8) thereto made by or with the written consent of the Licensor, all of which is referred to herein as the MicroCosm® NavMsg Software.

2. The Licensee acknowledges and agrees that the MicroCosm® NavMsg Software is copyrighted and protected under the copyright laws. The Licensee agrees that it will not, nor will it cause or allow any other person or entity to, copy or reproduce the MicroCosm® NavMsg Software or any computer program or machine readable internal data structures related thereto; provided, however, that the MicroCosm® NavMsg Software and related computer programs and associated data may be copied or reproduced to the extent such reproduction is an essential step in the execution of the programs on the computer, for safekeeping or archival or backup purposes, or for program error verification. All reproductions and copies of the MicroCosm® NavMsg Software are subject to the same restrictions on use and disclosure as is the original media provided hereunder and shall bear the copyright notice contained in or on the original media.

3. TITLE: Title to the MicroCosm® NavMsg Software shall remain at all times with the Licensor, notwithstanding anything to the contrary herein. The Licensee agrees that it does not have any title or ownership interest in or to the MicroCosm® NavMsg Software or any other information or software furnished hereunder.

4. RESTRICTIONS ON USE AND TRANSFER: The Licensor grants the Licensee with as many licenses for use of the MicroCosm® NavMsg Software as are paid for by the Licensee pursuant to Section 7. The Licensor will provide the Licensee with one operational copy of the MicroCosm® NavMsg Software for each such license. The Licensee may use the MicroCosm® NavMsg Software only in the country of the Licensee's initial address, as set forth in Section 21. Although the Licensee may change its address, as set forth in Section 21, it may not change the country of its address for purposes of this Section 4 without prior written consent of the Licensor. The Licensee acknowledges and agrees that its export of the MicroCosm® NavMsg Software may constitute a violation of law. The MicroCosm® NavMsg Software may not be used at any one time on more computers than is equal to the number of licenses granted hereunder. The MicroCosm® NavMsg Software will be furnished on Licensor supplied magnetic media. The Licensee may not reverse engineer, disassemble or decompile the MicroCosm® NavMsg Software.

5. WARRANTY: The Licensor does not warrant in any respect the Non-MicroCosm® Data listed in Attachment 1, the documentation listed in Attachment 1, the Software Security Device (if any) listed in Attachment 1, or any other software or documentation or data provided by the Licensor, and the Licensor expressly DISCLAIMS with respect thereto any and all warranties of any kind, whether expressed or implied, including, but not limited to, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Subject to the provisions of Section 6, the Licensor warrants that the MicroCosm® NavMsg Software will be free from material programming errors and from material defects in workmanship and materials, and will operate substantially as specified in the related documentation listed in Part B of Attachment 1. The Licensor DISCLAIMS all other warranties of any kind, whether expressed or implied, including, but not limited to, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Licensee is solely responsible for the evaluation of its own software requirements, the selection of the software and hardware necessary to satisfy those requirements and the results obtained from the use of such software. Except as is set forth in this Section 5 and in Section 6, the Licensor shall not be liable for or with respect to any claims made on account of or arising from or involving the use of the MicroCosm® NavMsg Software or any other information or software furnished hereunder. For purposes of this Section 5 and Section 6, references to the MicroCosm® NavMsg Software include only the items listed in Part A of Attachment 1.

6. CORRECTIONS OF DEFECTS: During the 90-day period immediately following initial shipment of the MicroCosm® NavMsg Software pursuant to this License Agreement, the Licensor shall, at its expense, make reasonable efforts to correct material defects or errors in the MicroCosm® NavMsg Software or any other respect in which the MicroCosm® NavMsg Software as initially shipped fails in any material respect to conform to the provisions of the limited warranty contained in Section 5 of this License Agreement. During the 90-day period immediately following the shipment of any Upgrade, the Licensor shall, at its expense, make reasonable efforts to correct material defects or errors in the Upgrade or any other respect in which the Upgrade fails in any material respect to conform to the provisions of the limited warranty contained in Section 5 of this License Agreement. Notwithstanding the foregoing, the Licensor shall not be obligated to correct at its own expense any defects, errors or nonconformities (whether relating to the MicroCosm® NavMsg Software as initially shipped or any subsequent Upgrade) unless the Licensee has installed all Upgrades previously made available by the Licensor, unless the Licensor determines that the MicroCosm® NavMsg Software has not been subjected to misuse, alteration, modification or repair by anyone other than the Licensor or with the Licensor's written consent, and unless the Licensor receives prior written notice describing the material defect, error or nonconformity that the Licensee wishes to have corrected. THE REMEDIES PROVIDED HEREIN ARE THE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING OR ARISING FROM OR ON ACCOUNT OF OR INVOLVING THE USE OF THE MICROCOSM® NAVMSG SOFTWARE OR ANY OTHER INFORMATION OR SOFTWARE FURNISHED HEREUNDER. THE LICENSOR DOES NOT WARRANT THAT THE MICROCOSM® NAVMSG SOFTWARE WILL BE ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED. IN ANY EVENT, DAMAGES FOR WHICH THE LICENSOR MAY BE LIABLE HEREUNDER SHALL BE LIMITED TO THE AMOUNT OF THE LICENSE FEE PAID PURSUANT TO THIS LICENSE AGREEMENT.

7. LICENSE FEE: The Licensee shall promptly pay to the Licensor or the Licensor's authorized distributor, if any, upon being invoiced, the license fee(s) as set forth in the invoice. In the event payment in full is not received by the Licensor or the distributor, as the case may be, within 30 days after

Software License Agreement MicroCosm® NavMsg Executables

the Licensee has been invoiced for the license fee(s), then the license(s) and all of the Licensor's obligations and all of the Licensee's rights hereunder with respect to any and all license(s) that have not been paid for in full shall automatically terminate and the provisions in this License Agreement regarding the Licensee's obligations upon termination, as set forth in Section 9, shall immediately become applicable.

8. **PRODUCT IMPROVEMENTS:** The Licensor specifically reserves the right to make Upgrades (corrections or alterations for improvement or enhancement) to the MicroCosm® NavMsg Software. In the event the Licensor makes any Upgrades, the Licensee will have the right to obtain such Upgrades at the Licensor's standard prices then in effect for such Upgrades; provided, however, that if the Licensee wishes to purchase a particular Upgrade, the Licensee must purchase all Upgrades previously issued by the Licensor but not installed on the Licensee's copy of the MicroCosm® NavMsg Software; provided, further, that all such Upgrades which become available in a period for which the Licensee has purchased the Licensor's Annual Upgrade Maintenance Program (the "Maintenance Program") shall be provided to the Licensee at no additional charge; and, provided, further, that in the event the Licensee does not purchase the Maintenance Program for any period of time but then wishes to purchase the Maintenance Program, in addition to paying the fee for the Maintenance Program the Licensee must purchase all Upgrades issued prior to that time but not installed on the Licensee's copy of the MicroCosm® NavMsg Software. A prototype Certificate of Upgrade Maintenance is included as Attachment 2. Nothing contained in this License Agreement shall require the Licensor to make any Upgrades under any circumstances.

9. **TERM OF AGREEMENT:** This License Agreement shall become effective on the date on which it is executed by both parties hereto. The license granted hereby, as well as the obligations of the Licensor and the rights of the Licensee hereunder, shall terminate automatically at such time as the Licensee fails in any respect to comply with any of the terms, restrictions or conditions hereunder. The Licensee may terminate the license in its entirety by returning the original media to the Licensor, at which time all obligations of the Licensor hereunder shall terminate automatically. Upon any termination of the license, the Licensee shall, at its expense, immediately return the original media provided by the Licensor and destroy all copies of the MicroCosm® NavMsg Software, including, but not limited to, any copies merged into other programs. Nothing contained in this Section or in any other provision of this License Agreement shall constitute a waiver or limitation of any right or remedy available at law or otherwise to the Licensor for breach of any term, restriction or condition of this License Agreement or the license by the Licensee.

10. **ENTIRE AGREEMENT:** This License Agreement, together with all appendices and other attachments referenced herein, constitutes the entire agreement between the parties and supersedes all proposals and prior agreements and understandings, whether oral or written, of the parties with respect to the subject matter of this License Agreement. The Licensor hereby objects to any and all terms and conditions proposed by the Licensee which are in addition to or different from those set forth in this License Agreement. The Licensee, by executing this License Agreement, agrees to abide by and agrees that this License Agreement and the license is governed by the terms, restrictions and conditions set forth herein, and neither performance nor delivery by the Licensor shall be deemed or construed as acceptance of any additional or different terms, restrictions or conditions.

11. **PROPRIETARY INFORMATION; PUBLICITY:** The parties each acknowledge that all information concerning the other is "Confidential and Proprietary Information" and each agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees or attorneys who must have such information for the performance of their obligations under or in connection with this License Agreement), unless authorized in writing by the other party. Confidential and Proprietary Information does not include information which, at the time of disclosure, is generally known by the public. Neither party shall use the name, trademark or trade name, whether registered or not, of the other party in publicity releases or advertising or in any other manner, including customer lists, without securing the prior written approval of the other party.

12. **TAXES:** The Licensee shall be responsible for the payment of all taxes in connection with this License Agreement, except for any tax based on the Licensor's net income.

13. **APPLICABLE LAW:** This License Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to applicable principles of conflicts of law thereof. Any legal proceedings arising out of or relating to this License Agreement shall be conducted in the State of Maryland.

14. **ASSIGNMENT:** Neither party shall assign or transfer this License Agreement, or any rights or obligations under it, without the other party's prior written consent. The Licensee may not sublicense all or any portion of the MicroCosm® NavMsg Software or provide to any other person copies or adaptations thereof in physical media or by telecommunication or otherwise.

15. **SEVERABILITY:** If any provision of this License Agreement is invalid or unenforceable, in whole or in part, then all of the remaining provisions shall, to the extent possible, remain in full force and effect and be binding on the parties.

16. **HEADINGS:** Section headings contained herein are for convenience of reference only and shall not control the interpretation of or be used to construe any term or condition hereof.

17. **WAIVER:** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

18. **MODIFICATIONS:** No change, amendment or modification to any provision hereof (including any appendix or attachment hereto) shall be effective unless stated in writing and signed by the parties hereto.

19. **FORCE MAJEURE:** In the event that either party is unable to perform any of its obligations under this License Agreement because of war, natural disaster, actions or decrees of governmental bodies, communications line failure not the fault of the affected party, or any other cause beyond its control, then such party shall immediately give notice to the other party and shall do everything possible to resume performance, but such inability shall not constitute a breach of this License Agreement.

20. **REFUNDS:** Upon termination of this License Agreement or the license for any reason, the Licensor shall not be obligated to refund and the Licensee shall not be entitled to receive any refund of any part or all of the license fee.

Software License Agreement MicroCosm® NavMsg Executables

21. NOTICE: All notices or other communications which may be or are required to be given, served or sent by any party to the other party pursuant to this Agreement shall be in writing in the English language, addressed as set forth below and shall be mailed by first-class registered or certified mail, return receipt requested, postage prepaid, or transmitted by telegram, telex, facsimile or hand delivery. Such notice or other communication shall be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, with respect to telex, the answerback, or with respect to the facsimile, confirmation, being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Each party may designate by notice in writing an address to which any notice or communication may thereafter be so given, served or sent.

TO THE LICENSOR:

Mr. Thomas V. Martin
Van Martin Systems, Inc.
11041 Snowshoe Lane
Rockville, MD 20852

TeleFAX No. 301 770 6555

TO THE LICENSEE:

TeleFAX No. _____

22. REPLACEMENT OF DAMAGED SOFTWARE: In the event that the MicroCosm® NavMsg Software should become damaged while being used in accordance with the terms, restrictions and conditions specified in this License Agreement, the Licensor will furnish a replacement copy upon receipt from the Licensee of the damaged copy and payment in full of a replacement fee equal to five percent (5%) of the license fee. In such event, the Licensee shall be responsible for and shall pay in advance any and all costs and expenses incurred in connection with the shipment of the damaged copy to the Licensor.

23. MODIFICATION OF COMPUTER SYSTEM ID: In the event that the SYSTEM ID of any of the Licensee's computers shall change due to upgrade or replacement and the LICENSE FILE (as described in Part E of Attachment 1) becomes invalidated causing the MicroCosm® NavMsg Software to become non-functional while being used in accordance with the terms, restrictions and conditions specified in this License Agreement, the Licensor will furnish a replacement LICENSE FILE upon receipt from the Licensee of payment in full of a replacement fee of US \$ 100.00. In such event, the Licensee shall upon receipt of the replacement LICENSE FILE be responsible for destroying the invalidated LICENSE FILE. If the non-functional copy of the MicroCosm® NavMsg Software is supported under the Licensor's Maintenance Program and if replacement occurs in the course of a regular upgrade, the replacement fee will be waived.

24. RESTRICTED RIGHTS LEGEND: Use duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(i)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and subparagraph (c)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19.

LICENSOR

LICENSEE

VAN MARTIN SYSTEMS, INC.

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 1

A. MicroCosm® NavMsg Software

1. MicroCosm® Tables Program
2. MicroCosm® Report Program
3. MicroCosm® NavMsg Program
4. MicroCosm® SP3Clock Program
5. MicroCosm® Common Subroutine Object Library

B. Documentation

1. “MicroCosm® NavMsg”, a description of program function, operations, mathematics and installation.
2. Excerpts from “MicroCosm® POD Operations Description” which describe the function and operations of MicroCosm® Tables and MicroCosm® Report.

C. Other Non-MicroCosm® Data Provided

1. Polar Motion and Earth Rotation data.
2. Table of Universal Time Clock (UTC) step changes.
3. Solar and Geomagnetic Observation data.

D. Software Security Device

A device which attaches to a standard personal computer parallel printer port, and which is queried by the MicroCosm® NavMsg Software to prevent its utilization on more than one computer at any one time. The Software Security Device may only be provided with personal computer versions of the MicroCosm® NavMsg Software.

E. LICENSE FILE

A data file which is distributed with each executable copy of the MicroCosm® NavMsg Software and which restricts operation of the MicroCosm® NavMsg Software to the specific computer for which it has been licensed.

ATTACHMENT 2

**Prototype Certificate of Upgrade Maintenance
to MicroCosm® NavMsg Executables**

The MicroCosm® NavMsg Software provided to _____
_____ under the SOFTWARE LICENSE
AGREEMENT, MicroCosm® NavMsg Executables between Van Martin Systems, Inc. and _____
_____, dated ("Software License Agreement"), is hereby enrolled in the MicroCosm® NavMsg Annual
Upgrade Maintenance Program for the period beginning _____ and extending
until _____.

During the term of this subscription, one copy of each new release of MicroCosm® NavMsg
Executables, updated documentation PDF files and release notes will be shipped to _____
_____. The upgrades which are shipped
under these terms will be for use on the same computer and operating systems as specified in the
original invoice, and the terms and conditions of the Software License Agreement apply as set forth
therein to such upgrades.

VAN MARTIN SYSTEMS, INC.

By: _____

Title: _____

Date: _____