

ANALYTICAL GRAPHICS, INC.

Space Situational Awareness (SSA) Software License Agreement

August 13, 2015

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7. LAW TO GOVERN

This Agreement shall be governed and construed in accordance with United States Federal Laws. Jurisdiction and Venue shall be determined by Federal Statute.

8. ASSIGNMENT

None of your rights, duties or obligations under this Agreement may be sold, sublicensed, assigned, rented, licensed, loaned or otherwise transferred without the prior written consent of AGI, and any attempt to so sell, sublicense, assign, rent, lease, loan or transfer without AGI's prior written consent is void. Assignment by AGI is subject to FAR subpart 42.12 "Novation and Change-of-Name Agreements" (Sep. 2013).

9. NOTICES

Any notices regarding this Agreement shall be sent to:

Analytical Graphics, Inc.
Attn: Contracts Department
220 Valley Creek Blvd.
Exton, PA 19341

10. AUDIT

You shall maintain accurate and complete records as necessary to verify your compliance with this Agreement. Upon AGI's request and subject to government security requirements, You will promptly provide such records to AGI or its designated auditor and certify that You have complied with the terms and conditions set forth herein.

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14.1 YOU HAVE READ THIS ENTIRE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS;

14.2 THIS AGREEMENT TOGETHER WITH THE UNDERLYING GSA SCHEDULE CONTRACT, AND GSA PURCHASE ORDERS CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING AND CONTRACT BETWEEN US AND SUPERSEDE ANY AND ALL PRIOR ORAL OR WRITTEN COMMUNICATIONS RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT, HOWEVER SHALL NOT TAKE PRECEDENCE OVER THE TERMS OF THE UNDERLYING GSA SCHEDULE CONTRACT OR ANY SPECIFIC, NEGOTIATED TERMS ON THE GSA CUSTOMER’S PURCHASE ORDER.

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