

ANALYTICAL GRAPHICS, INC.

STK COMPONENTS LICENSE AGREEMENT

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1. DEFINITIONS

“Clients” means a Designated Computer that connects to and makes requests of a Designated Server.

“Component Developer Resources” means the Documentation, installation utilities and Component reference applications, as provided and owned by AGI.

“Designated Computer” means a single electronic device for storing and processing data.

“Designated Server” means a single logical network entity that provides capability to Clients.

“Documentation” means the licensed specifications, user manuals, installation instructions and other supporting materials, including additional, updated or revised materials, if any, that are provided by AGI in connection with STK Components.

“End-User(s)” means a licensed user of your Software Application(s).

“Library” means a dynamic linked library that is a collection of software functions that can be called by a higher level program that individually or as part of a collection form a STK Component.

“Licensed Number of Processing Cores” means the number of processing cores the Software Application will utilize per STK Components License. The Licensed Number of Processing Cores for this Agreement shall be specified in the applicable Ordering Documents. If not specified, the Licensed Number of Processing Cores is eight (8).

“License Term” means a period for use of your STK Components License, as specified on your Ordering Documents.

“Ordering Documents” means a sales quotation, purchase order or other contractual document that identifies the STK Components License You ordered.

“Product Configuration” means the totality of the Software being licensed in the specific configuration desired.

“Software” means the AGI software, software modules, extensions for the software and all of the contents of the files, disks(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) AGI or third party computer information or software; and (ii) digital images, stock photographs, video, clip art, sound(s) or other work.

“Software Application” means a custom application created by You that incorporates STK Components and software and/or functionality derived from Component Developer Resources and utilizes up to the Licensed Number of Processing Cores. Distribution is constrained by STK Component Licenses as set forth in the applicable Ordering Documents.

“STK Components” means AGI software technology that includes AGI functionality and subprograms or dynamic linked libraries, including but not limited to the Cesium Web Visualization Library, Dynamic Geometry Library, Navigation Accuracy Library, Terrain Analysis Library, Spatial Analysis Library, Communications Library, Insight3D Visualization Library, Tracking Library, Route Design Library, TIREM Library, Auto Routing Library, Segmented Propagator and Orbit Propagation Library.

“STK Components License” means a run-time license purchased from AGI that is required for authorized access to a Software Application appropriate to the environment in which the Software Application will be deployed, and consists of one of the following:

- a. “STK Components Local Computing License”, which authorizes deployment of a Software Application, utilizing up to the Licensed Number of Processing Cores, to be deployed on a Designated Computer.
- b. “STK Components Enterprise Server License”, which authorizes deployment of a Software Application, utilizing up to the Licensed Number of Processing Cores, to an unlimited number of Clients, on a Designated Server(s).

"Third Party Content" means software (whether embedded or not) and other materials owned and licensed by third parties that is supplied by AGI with STK Components.

"Use or Using" means to access/open, install, download, copy, or otherwise benefit from STK Components or the Documentation.

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- a) Use STK Components as set forth in the applicable Ordering Documents(s);
- b) Install and use the Software on a computing device;
- c) Make one (1) copy of the Software in any machine readable form for archival and backup purposes only;
- d) Move the Software in the licensed Product Configuration to a replacement computer;
- e) Use the Software in conjunction with an internet enabled conferencing environment solely to show displays of products to support real time collaborative engineering activities with your customers, partners, or subcontractors; and
- f) Build Software Applications for Internal Research and Development and End Use, including deployment in corporate or operational environments and for commercial resale (subject to the requirements in Section 2.2.2).

2.2.2 For Software Applications, AGI hereby grants to You a non-transferable, non-exclusive license to reproduce, distribute and license them to End-Users (without the right to further sublicense) in the form of Software Applications throughout the world (subject to any applicable Export Control Regulations) subject to the following:

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- b. You must give proper acknowledgment of the copyright(s), trademarks and other proprietary notices of AGI;

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 - i. Prohibits the End-User from copying the Software Application or any library or component thereof, except as necessary to use the licensed copy of the Software Application, provided that the End-User may make a copy for back-up purposes so long as the copy is not distributed to a third party;
 - ii. Prohibits the End-User from distributing, transferring, leasing or renting the AGI Software or any component thereof to a third party except as a component of a Software Application;
 - iii. Depending on the environment on which the Software Application will be deployed , requires the appropriate STK Components License for the Software Application;
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2.3 License Restrictions

2.3.1 If you purchase a STK Components Local Processing License, You shall not:

- a. Distribute, license, lease, sell, transfer or otherwise disseminate through any means now existing or later developed, STK Components, or distribute, license, sell, or transfer any component of STK Components, except as part of a Software Application;
- b. Reverse assemble, reverse compile or translate any Library of STK Components;
- c. Remove a copyright notice, disclaimer, or other form of attribution from any Library of STK Components;
- d. Operate the STK Components in excess of the amount of Licensed Number of Processing Cores on the Designated Computer;
- e. Share any Library or any source code of STK Components over a network or access to any Library of a STK Components over a network to any unlicensed Clients, for any purpose;
- f. Circumvent the operation of any STK Components License by any means;
- g. Operate multiple copies of the software at the same time on different computers;
- h. Distribute any of the Component Developer Resources, as provided by AGI, except as incorporated into a Software Application.
- i. Operate the STK Components on a new Designated Computer without uninstalling the STK Components from the then current Designated Computer; and
- j. Deploy a version of the Cesium Web Visualization Library that has not been minified. "Minified" means to have removed all unnecessary characters and minimally renamed identifiers in source code without changing the functionality.

2.3.2 If you purchase a STK Components Enterprise Server License, You shall not:

- a. Distribute, license, lease, sell, transfer or otherwise disseminate through any means now existing or later developed, STK Components, or distribute, license, sell, or transfer any component of STK Components, except as part of a

Software Application;

- b. Reverse assemble, reverse compile or translate any Library of STK Components;
- c. Remove a copyright notice, disclaimer, or other form of attribution from any Library of STK Components;
- d. Operate the STK Components in excess of the amount of Licensed Number of Processing Cores on the Designated Server;
- e. Circumvent the operation of any STK Components License by any means;
- f. Distribute any of the Component Developer Resources, as provided by AGI, to a Client, except as incorporated into a Software Application;
- g. Operate the STK Components on a new Designated Server without uninstalling the STK Components from the then current Designated Server;
- h. Share the source code of the Cesium Web Visualization Library License over a network, outside of the Cesium Web Visualization Software Application, for any purpose; and
- i. Deploy a version of the Cesium Web Visualization Library that has not been minified. "Minified" means to have removed all unnecessary characters and minimally renamed identifiers in source code without changing the functionality.

2.4 All rights not specifically granted herein or not specifically granted in the Agreement are prohibited.

2.5 The limitations of Section 2.3 of the Agreement with respect to distribution and transfer of the Software shall not apply to the extent Software is transferred and/or distributed as a component of a Software Application.

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4.1 IN NO EVENT WILL AGI OR ITS SUPPLIERS, DISTRIBUTORS, OR DEALERS BE LIABLE TO YOU FOR ANY INDIRECT OR OTHER DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, OR A LOSS OF DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF AGI OR ANY AUTHORIZED AGI BUSINESS PARTNER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL AGI BE LIABLE FOR ANY SIMILAR CLAIM AGAINST YOU BY ANY OTHER PARTY.

4.2 AGI'S OBLIGATIONS UNDER THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY OR CONTRIBUTION, SHALL NOT EXCEED THE AMOUNT OF THE APPLICABLE LICENSE FEE PAID BY YOU FOR THE SOFTWARE.

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5.1 AGI will indemnify You from and against any loss, liability, cost or expense, including reasonable attorney's fees, that You incur as a result of any claims, actions, or demands by a third party alleging that Your licensed use of the Software infringes on a U.S. patent, copyright, or trademark, provided that:

- a. AGI is notified in writing within fifteen (15) business days of such claim;
- b. You provide AGI with documents describing the allegations of infringement;
- c. AGI has the sole control of defense of any action and negotiation related to the defense or settlement of any claim; and
- d. You reasonably cooperate in the defense of the claim at AGI's request and expense.

5.2 If the Software, or any part thereof, is found to infringe a U.S. patent, copyright, or trademark of another, AGI shall, at its sole option and at its own expense, either: (i) obtain for You the right to continue using such Software or part thereof, or (ii) modify the allegedly infringing elements of such Software while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and You shall uninstall and return the infringing Software to AGI. AGI's entire liability shall then be to indemnify You pursuant to Section 5.1 and refund to You the amounts actually paid by You to AGI for the affected Software less depreciation for beneficial use determined on a straight-line basis over a five year useful life.

5.3 AGI shall have no obligation to indemnify You or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the operation, combination or integration of the Software with other software, a product, hardware, system or process not supplied by AGI or specified by AGI in its documentation; (ii) alteration of the Software by someone other than AGI; or (iii) use of the Software after modifications have been provided by AGI for avoiding infringement; or use after a return is ordered by AGI under Section 5.2.

5.4 AGI'S OBLIGATIONS UNDER THIS SECTION 5 ARE SOLELY FOR INFRINGEMENT DAMAGES AND COSTS AWARDED AGAINST YOU. IN NO EVENT SHALL ANY OTHER LIABILITY OF AGI TO YOU EXCEED THE AGGREGATE AMOUNT OF THE APPLICABLE LICENSE FEE RECEIVED BY AGI FOR THE ALLEGEDLY INFRINGING SOFTWARE, OR ANY PART THEREOF. YOU AGREE THAT THE FOREGOING STATES YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED PATENT OR COPYRIGHT INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION.

6. INDEMNIFICATION

You agree to indemnify, defend and hold harmless AGI and its suppliers from any and all claims or lawsuits, including attorney's fees, arising out of or in connection to Your use and operation of STK Components, and the distribution of Software Applications that You have created using STK Components.

7. EXPORT CONTROL REGULATIONS

You hereby acknowledge and agree that the Software and Product Configuration(s) provided under this Agreement are subject to U.S. Export Control Regulations and Laws, including but not limited to the Export Administration Regulations (EAR) and as may be applicable, the International Traffic in Arms Regulations (ITAR), and may be subject to the import or export regulations of other countries. You agree to strictly comply with all such laws and regulations and acknowledge your responsibility to obtain licenses for export, re-export or import of the Software, as may be required. You acknowledge and agree to comply with U.S. anti-boycott laws and regulations, including but not limited to those regarding foreign boycott of Israel, as administered by the U.S. Internal Revenue Service (IRS) and the U.S. Department of Commerce, Office of Anti-boycott Compliance (OAC). In the event that transfer of bank funds to AGI results from this Agreement, all transactions shall be exclusively and directly between your bank and AGI's bank, and shall not be used for transactions in violation of U.S. law, including but not limited to laws administered by the U.S. Department of Treasury, Office of Foreign Asset Control (OFAC). This export control provision shall survive the expiration or termination of this Agreement.

8. TERMINATION

The license granted under this Agreement is effective until terminated. You may terminate this license at any time by destroying all copies of the Software in your possession, and providing written notice of such termination and destruction to AGI. The license granted under this Agreement will terminate if you violate any of the terms and conditions of this Agreement, including without limitation, to pay the license fees and any other sums due AGI pursuant to this Agreement. You agree, upon such termination, to promptly destroy all copies of the Software in your possession and to certify in writing to AGI that such action has been taken.

9. GOVERNING LAW

9.1 Customers in the United States and its Territories: This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to the PA conflict of laws principles, except that U.S. Federal law shall govern in matters of intellectual property.

9.2 All Other Customers: Any dispute arising out of or relating to this Agreement or the breach thereof that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The language of arbitration will be English. The place of the arbitration shall be at an agreed upon location. This Agreement shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

10. 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.

Notwithstanding the foregoing provision, AGI shall permit transfers of this Agreement from prime contractors to government end users, provided the original software purchase transaction was completed pursuant to a valid contract, and you have obtained AGI's prior written consent, which shall not be unreasonably withheld.

11. NOTICES

Any notices regarding this Agreement shall be sent to:

Analytical Graphics, Inc.
Attn: Contracts Department
220 Valley Creek Blvd.
Exton, PA 19341
Email: contracts@agi.com

12. INTELLECTUAL PROPERTY AND OWNERSHIP

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14. THIRD PARTY CONTENT

The Software utilizes Third Party Content which is subject to the terms and conditions of such respective third parties. Third party terms, conditions and copyright attributions are included with the Software in the “About” section under the Help Menu, and may also be viewed at www.agi.com/sla.

15. ACKNOWLEDGEMENTS

15.1 YOU HAVE READ THIS ENTIRE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

15.2 THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING AND CONTRACT BETWEEN US AND SUPERSEDES ANY AND ALL PRIOR ORAL OR WRITTEN COMMUNICATIONS RELATING TO THE SUBJECT MATTER HEREOF.

15.3 THIS AGREEMENT MAY NOT BE MODIFIED, AMENDED OR IN ANY WAY ALTERED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH YOU AND AGI.

15.4 ANY PROVISION FOUND BY A COURT OF LAW TO BE ILLEGAL, INVALID, OR UNENFORCEABLE SHALL AUTOMATICALLY BE DEEMED CONFORMED TO THE MINIMUM REQUIREMENTS OF LAW AND IT, WITH ALL OTHER PROVISIONS, SHALL BE GIVEN FULL FORCE AND EFFECT. WAIVER OF A PROVISION IN ONE INSTANCE SHALL NOT PRECLUDE ITS ENFORCEMENT ON FUTURE OCCASIONS. SUCH FINDINGS OF ILLEGALITY, INVALIDITY, AND/OR UNENFORCEABILITY OF ONE OR MORE OF THE PROVISIONS HEREIN SHALL NOT AFFECT THE REMAINING PROVISIONS.

15.5 YOU HEREBY AGREE THAT AGI WOULD BE IRREPARABLY DAMAGED IF THE TERMS AND CONDITIONS OF THIS AGREEMENT WERE NOT SPECIFICALLY ENFORCED, AND THEREFORE YOU AGREE THAT AGI SHALL BE ENTITLED TO APPROPRIATE EQUITABLE REMEDIES INCLUDING BUT NOT LIMITED TO INJUNCTIVE RELIEF WITH RESPECT TO BREACHES OF THIS AGREEMENT, IN ADDITION TO SUCH OTHER REMEDIES AS AGI MAY OTHERWISE HAVE AVAILABLE TO IT UNDER APPLICABLE LAWS.

15.6 IN THE EVENT THAT EITHER PARTY IS REQUIRED TO BRING AN ACTION, SUIT, OR OTHER PROCEEDING FOR THE ENFORCEMENT OF ANY PROVISION OF OR UNDER THIS AGREEMENT, EACH PARTY WILL BE RESPONSIBLE FOR THEIR OWN COSTS AND EXPENSES, INCLUDING ATTORNEY AND PROFESSIONAL OR EXPERT FEES.