

ANALYTICAL GRAPHICS, INC.

SOFTWARE LICENSE AGREEMENT

NOTICE TO USER: PLEASE READ THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND ANALYTICAL GRAPHICS, INC. (“AGI”), A PENNSYLVANIA CORPORATION, LOCATED AT 220 VALLEY CREEK BOULEVARD, EXTON, PA 19341. BY USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. FURTHERMORE, YOU AGREE THAT THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL APPLY TO ALL SUBSEQUENT PURCHASE ORDERS OR CONTRACTS THAT YOU ENTER INTO WITH AGI. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, DO NOT USE THIS SOFTWARE. IF YOU ACQUIRED THE SOFTWARE WITHOUT AN OPPORTUNITY TO REVIEW THIS AGREEMENT AND YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY OBTAIN A REFUND OF THE AMOUNT YOU ORIGINALLY PAID FOR THE SOFTWARE PROVIDED YOU: (A) DO NOT USE THE SOFTWARE, (B) YOU DO NOT MAKE OR KEEP ANY COPIES OF THE SOFTWARE, AND (C) YOU RETURN IT WITHIN THIRTY (30) DAYS OF THE ORIGINAL PURCHASE DATE ALONG WITH EVIDENCE OF THE DATE OF PURCHASE AND ORIGINAL PURCHASE PRICE. AGI PROVIDES THE SOFTWARE AND DOCUMENTATION, AND LICENSES ITS USE TO YOU. YOU ACCEPT ALL RESPONSIBILITY AND LIABILITY RESULTING FROM THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE, AND FOR RELIANCE ON THE RESULTS OBTAINED.

1. DEFINITIONS

"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 the Software in any Product Configuration.

"Ordering Documents" means a sales quotation, purchase order or other contractual document that identifies the Software and Product Configuration 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.

"Supplemental Terms" means additional terms and conditions applicable to the specific Software being licensed.

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

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

2. GRANT OF LICENSE

2.1 AGI grants to You a personal, non-exclusive, non-transferable license solely to use the Software as set forth in the applicable Ordering Documents, (i) for which the applicable license fees have been paid and, (ii) in accordance with the terms and conditions set forth in this Agreement and the Supplemental Terms assigned to the Product Configuration of the Software you have ordered or as authorized by AGI.

Supplemental Terms applicable to specific Product Configurations are contained in the following Terms of Use Addendums, which may be viewed at www.agi.com/sla:

Addendum 1 – Desktop Software Products	
<ul style="list-style-type: none"> • Systems Tool Kit (STK) • STK Analysis Workbench • STK Pro • STK SatPro • STK Aircraft Mission Modeler • STK Analyzer • STK Astrogator • STK Conjunction Analysis Tool • STK Communications • STK Coverage • STK EOIR • STK Integration • STK Missile Modeling Tools • STK Radar • STK Scheduler 	<ul style="list-style-type: none"> • STK Space Environment & Effects Tool • STK SOLIS • STK Terrain, Imagery, & Maps • STK Parallel Computing Extension • Distributed Simulation Extension for STK • Radar Advanced Environment Extension for STK Radar • Real Time Tracking Technology Extension for STK • Optimizer Extension for STK Analyzer • TIREM Extension for STK Communications and STK Radar • Urban Propagation Extension for STK Communications • Navigation Tool Kit • Orbit Determination Tool Kit • QualNet Interface for STK Communications • SATSOFT
Addendum 2 - Custom Applications Development	Desktop Products in Addendum 1 STK Engine STK Server
Addendum 3 - Server Products	STK Server STK Data Federate STK Parallel Computing Extension
Addendum 4 - Workgroup License	Desktop Products in Addendum 1 STK Data Federate STK SimMetrics
Addendum 5 - STK Viewer	Desktop Products in Addendum 1 STK Viewer
Addendum 6 - SimMetrics	STK SimMetrics
Addendum 7 - Virtual Machines	Desktop Products in Addendum 1 STK Engine STK Parallel Computing Extension
Addendum 8 - Annual Support and Upgrades Agreement	Annual Software Support and Upgrades

2.2 Permitted Uses

For each license purchased, you may:

- a. Install and use the Software on computing device;
- b. Make one (1) copy of the Software in any machine readable form for archival and backup purposes only;
- c. Move the Software in the licensed Product Configuration to a replacement computer; or
- d. 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.

2.3 Uses Not Permitted

You shall not:

- a. Sell, rent, lease, sublicense, distribute, lend, assign or time-share the Software, or a component thereof, to a third party. You shall not act as a service bureau or commercial service provider that allows third party access to the Software;

- b. Use the Software to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property law or any other applicable law;
 - c. Remove, delete or obscure any AGI or its third party contributors' patent, copyright, trademark, confidentiality or other proprietary rights notices contained in or affixed to the Software;
 - d. Separate, unbundle or remove any component(s) of the Software for independent use; or.
 - e. Use, copy, modify or transfer the Software or Documentation or any copy, modification or merged portion thereof, in whole or in part, except as expressly provided in the Agreement. Furthermore, you may not reverse engineer, disassemble, decompile or otherwise attempt to reconstruct or discover any source code, data, digital certificates, passwords, underlying ideas, algorithms, file formats or programming interfaces of the Software, or allow others to attempt any of the foregoing.
- 2.4 All rights not specifically granted under Section 2.2 hereof are strictly prohibited.

3. DISCLAIMER OF WARRANTY

THE SOFTWARE AND PRODUCT CONFIGURATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. AGI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

4. LIMITATION OF LIABILITY

4.1 IN NO EVENT WILL AGI OR ITS THIRD PARTY CONTRIBUTORS, DISTRIBUTORS, OR DEALERS BE LIABLE TO YOU FOR ANY DIRECT, 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.

4.3 AGI IS NOT LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

5. INFRINGEMENT INDEMNIFICATION

5.1 AGI shall defend, indemnify, and hold You harmless 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 will have no obligation to defend 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. 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.

7. 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.

8. GOVERNING LAW

8.1 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 conflict of laws principles, except that U.S. Federal law shall govern in matters of intellectual property.

8.2 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.

9. 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.

10. NOTICES

Any notices regarding this Agreement shall be sent to:

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

11. INTELLECTUAL PROPERTY AND OWNERSHIP

11.1 AGI and its third party contributors respectively retain ownership of all rights, title and interest in and to all intellectual property rights associated with the Software and Documentation. This Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Software, and/or to the features or information therein except as may be explicitly stated in writing in this Agreement. All rights not expressly granted by AGI are reserved. The Software and Documentation are protected by copyright and other intellectual property laws and treaties.

11.2 You must reproduce and include the copyright and other proprietary notices of AGI on any copy of all or any portion of the Software and Documentation, and all such copies shall be subject to all the terms and conditions of this Agreement.

12. U.S. GOVERNMENT END USER RIGHTS

12.1 The Software, Product Configuration, and Documentation are "Commercial Items," as defined in FAR 2.101, consisting of Commercial Computer Software and Commercial Computer Software Documentation. Government software and technical data rights in the Software and its Documentation include only those rights customarily provided to the public as defined in this License.

12.2 The use, duplication of or disclosure of the Software, Product Configuration and its Documentation by the U.S. Government is subject to the restrictions set forth in FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense purchases, DFARS 252.227-7015 (Technical Data – Commercial Items) and 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation), as applicable. Accordingly, all U.S. Government End Users acquire the Software and its Documentation with only those rights set forth herein. The developer and manufacturer is Analytical Graphics, Inc., located at 220 Valley Creek Boulevard, Exton, PA 19341.

13. 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.

14. ACKNOWLEDGEMENTS

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

14.2 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.

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

14.4 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.

14.5 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 WITH RESPECT TO BREACHES OF THIS AGREEMENT, IN ADDITION TO SUCH OTHER REMEDIES AS AGI MAY OTHERWISE HAVE AVAILABLE TO IT UNDER APPLICABLE LAWS.

14.6 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.

Analytical Graphics, Inc.

Addendum 1 - Desktop Software Products

This Desktop Software Products Addendum (“Addendum”) sets forth the Supplemental Terms that apply to Your use of Desktop Software Products, and includes the AGI Software License Agreement, which is incorporated herein by reference in its entirety. This Addendum will take precedence over any conflicting terms of the Agreement, and AGI reserves the right to update the terms from time to time, such changes taking effect upon delivery and/or use of any subsequent version upgrade. This Addendum contains those definitions and additional provisions that apply to Desktop Software Products.

1. DEFINITIONS

In addition to the definitions provided in the Agreement, the following definitions apply to this Addendum:

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

“Host Identification” or “Host ID” means the unique, physical address for the computer hardware.

“Designated License Server” refers to a centralized computer software system which provides access tokens, or keys, to client computers in order to enable the Software to run on them.

“Local Area Network (LAN)” means any combination of two or more computers that are connected to each other and capable of sharing files, applications or information and that can be accessed from a single office location.

“Named User” refers to the single unique user who is identified as the named user within the Ordering Documents.

“Named User License” means a license tied to a single Named User regardless of physical workstation or network.

“Network User-ID” is used in conjunction with a password to gain access to a Local Area Network or Wide Area Network.

“Nodelocked License” means a license tied to a specific computer based on that computer's Host ID.

“Network License” means a floating license that can be used by any computer that has access to a particular network server. A Network License is issued as a set of two (2) license files, including: a server license file that resides on the network server, and a client license file that is installed on each computer in order to access that server.

“Wide Area Network (WAN)” means any combination of two or more computers that are connected to each other and capable of sharing files, applications or information and that can be accessed from more than one office location. A terminal server is a WAN if the computers capable of accessing applications and information on such server are located within more than one office location.

2. GRANT OF LICENSE

The following supplements Section 2, Grant of License, of the Agreement:

2.1 If you purchased a Nodelocked License, you may or you agree to:

- a. For each Nodelocked License purchased, use the Software only on a Designated Computer at any one time;
- b. Make one (1) copy of the Software in any machine readable form for backup purposes only in support of your own use of the Software on a single computer; and.
- c. As a condition to the installation and use of the Software, provide AGI the Host ID of the Designated Computer. You further acknowledge and agree that in order to operate the Software on a different, newly Designated Computer, you will promptly obtain AGI’s written consent to do so, and uninstall the Nodelocked License from the then current Designated Computer. You will also provide AGI with the Host ID of the newly Designated Computer.

2.2 If you purchased a Named User License, you may or you agree to:

- a. For each Named User License purchased, use the software on up to three (3) different workstations, but no more than one (1) at any given time, unless otherwise approved by AGI.
- b. Provide the Network User-ID associated with the Named User License in order for a corresponding license to be generated.
- c. Associate the Network User-ID with only the identified Named User. You further acknowledge and agree that the Network

User-ID shall not be representative of a group of users, whether static or dynamic.

2.3 If you purchased a Network License, you may or you agree to:

- a. Use the Software on any Designated Computer capable of connecting over a LAN or WAN to a Designated License Server. The maximum concurrent number of Designated Licensed Servers in use at any time is limited to the number of Network Licenses purchased.
- b. As a condition to the installation and use of the Software, provide AGI the Host ID of the Designated License Server. You further acknowledge and agree that in order to serve licenses from a different Designated License Server, you will promptly obtain AGI's written consent to do so, and uninstall the Network License and any licensing tools from the Designated License Server. You will also provide AGI with the Host ID of the new Designated License Server.

2.4 You shall not:

- a. build an external interface for the purpose of serving the functionality or output of a component of the Software to third parties; or
- b. except as otherwise provided herein, use the Software on a server or computer that is accessible to third parties over a network for the purpose of remotely providing the functionality or output of a component of the Software to a third party for any purpose.

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

Analytical Graphics, Inc.

Addendum 2 - Custom Applications Development

This Custom Applications Development Addendum (“Addendum”) sets forth the Supplemental Terms that apply to Your use of Development Products should you intend to develop and distribute Custom Applications built using those Development Products, and includes the AGI Software License Agreement, which is incorporated herein by reference in its entirety. This Addendum will take precedence over any conflicting terms of the Agreement, and AGI reserves the right to update the terms of this Addendum and/ or the Software License Agreement from time to time, such changes taking effect upon delivery and/or use of any subsequent version upgrade. This Addendum contains those definitions and additional provisions that apply to Your use of Development Products for the purpose of developing and distributing Custom Applications.

1. DEFINITIONS

“Custom Application” means an application created by You that incorporates any functionality derived from Development Products.

“Development Products” means any part or portion of the Software, including but not limited to Desktop Products, STK Engine or STK Server, or any functionality derived therefrom, that is used to design, create, or is incorporated into a Custom Application.

“End-Users” means a licensed user of your Custom Application(s).

“Runtime License” means a license purchased from AGI that is required for authorized access to a Custom Application.

2. GRANT OF LICENSE

As a supplement to Section 2, Grant of License, of the Agreement, and subject to the terms and conditions set forth in this Addendum, AGI hereby grants to You a non-transferable, non-exclusive license to use Development Products that you have licensed to develop Custom Applications and to reproduce, distribute and sublicense them to End-Users (without the right to further sublicense) in the form of Custom Applications throughout the world (subject to Your obligations under Section 6, Export Control Regulations, in the Agreement) subject to the following:

- 2.1 You shall make payments of all fees required under this Addendum in accordance with the terms of the invoice provided by AGI, and You have purchased the appropriate Runtime License for each of copy of the Custom Application that You deploy or sell to a third party.
- 2.2 You must give proper acknowledgement of the copyright(s) and other proprietary notices of AGI.
- 2.3 You shall not use Development Products to create Custom Applications that directly compete with the Software. Your license under this Addendum is solely for the creation of Custom Applications for third parties, and not for the creation of products to be sold in competition with AGI’s software. If you deploy Custom Applications to customize, automate, or embed Software for the purpose of selling the Custom Applications, then the associated Runtime License must be purchased for each copy sold or offered for sale on the market.
- 2.4 Unless otherwise agreed to by the parties in writing, You shall permit the use of Custom Applications by End-Users subject to a written sublicense that, at a minimum:
 - i. Prohibits the End-User from reverse engineering, reverse assembling, reverse compiling or translating the Software or any component thereof;
 - ii. Prohibits the End-User from copying the Software or any component thereof, except as necessary to use the licensed copy of a the Custom Application, provided that an End-User may make a copy for back-up purposes so long as the copy is not distributed to a third party;
 - iii. Prohibits the End-User from distributing, transferring, leasing or renting the Software or any component thereof to a third party except as a component of a Custom Application;
 - iv. Limits the use of the Custom Application according to the associated Runtime License that has been purchased;
 - v. Requires a Runtime License from AGI for the Custom Application;
 - vi. Includes the statement that the End-User accepts all risks and liability arising from the installation, use and results obtained from use of the Software or any component thereof; for any purpose and for reliance on the results obtained from the use of the Software or any component thereof for any purpose;

- vii. Includes a disclaimer of warranty that by its terms is applicable to AGI and its third party contributors and that is at least as limiting as Section 3, Disclaimer of Warranty, of the Software License Agreement; and
 - viii. Includes a disclaimer of liability that by its terms is applicable to AGI and its third party contributors and that is at least as limiting as Section 4, Limitation of Liability, of the AGI Software License Agreement.
- 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 Custom Application.
- 2.6 All rights not specifically granted herein or not specifically granted in the Agreement are prohibited.

3. PROTECTION AND USE

3.1 You shall use commercially reasonable efforts to protect the proprietary rights of AGI with respect to third parties, reporting promptly any infringements of which You become aware and cooperating with AGI in its efforts to protect its proprietary rights. Except as expressly provided in this Addendum, the Agreement or a separate agreement with AGI, AGI does not grant You or your End-Users any rights or licenses under AGI's patents, copyrights, trademarks or other intellectual property rights.

3.2 You shall not remove any copyright notice of AGI or its third party contributors, disclaimers, or other forms of attribution contained in the Development Products.

4. PRODUCTS DEVELOPED BY AGI

Nothing contained in this Addendum shall be construed to limit AGI's right to modify its Software or to develop other products which are similar to or offer the same or similar functionality and/or improvements as any Custom Application developed by You.

5. INDEMNIFICATION

You agree to indemnify, defend and hold harmless, AGI, its third party contributors, officers, directors, employees, consultants and agents from any and all claims, liability, damage and/or costs (including, but not limited to reasonable attorney's fees) arising out of the operation of the Software with other software and/or technology developed or selected by You, the copying, licensing and distribution of a Custom Application, the use of a Custom Application by any person, and the infringement of any intellectual property or other right of any entity or person by a Custom Application. This obligation shall survive the termination of this Addendum and/or the Agreement.

6. RELATIONSHIP OF THE PARTIES

This Addendum does not create a partnership, joint venture or any relationship between AGI and You. You do not have any right, power or authority to act as a legal representative of AGI.

Analytical Graphics, Inc.

Addendum 3 – Server Products

This Server Products Addendum (“Addendum”) sets forth the Supplemental Terms that apply to Your use of Server Products and includes the AGI Software License Agreement, which is incorporated by reference in its entirety. This Addendum will take precedence over any conflicting terms of the Software License Agreement, and AGI reserves the right to update the terms from time to time, such changes taking effect upon delivery and/or use of any subsequent version upgrade. This Addendum contains those definitions and additional provisions that apply to Your use of Server Products.

1. DEFINITIONS

In addition to the definitions provided in the AGI Software License Agreement, the following definitions apply to this Addendum:

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

“Client(s)” means a Designated Computer that connects to and makes requests of a Designated Server.

“Cluster” means a group of physical or virtual terminals or workstations attached to a common control unit.

“Licensed Number of Processing Cores” means the number of processing cores that STK Server will utilize per license. If not otherwise specified in the Ordering Documents, the Licensed Number of Processing Cores for this Addendum is four (4).

“Server Cluster” means a group of linked servers, working together closely and deployed to improve performance and/or availability over that provided by a single server.

“Server Products” means STK Server, STK Data Federate, and STK Terrain Server.

“STK Data Federate” means the STK software product which provides a data management system that manages, stores and shares STK data across teams and organizations over a network.

“STK Server” means the STK server application software, including the application programming interfaces (APIs) that can be hosted on a designated server, cluster or server cluster and can serve functionality remotely executed over a network.

2. GRANT OF LICENSE

The following supplements Section 2, Grant of License, of the AGI Software License Agreement:

2.1 You may or you agree to:

- a. For each single license purchased, use Server Products only on a Designated Server at any one time;
- b. Make one (1) copy of Server Products in any machine readable form for backup purposes only in support of your own use of Server Products on a single server;
- c. Except as provided below, as a condition to the installation and use of Server Products, provide AGI the Host ID of the Designated Server. You further acknowledge and agree that in order to operate Server Products on a different, newly Designated Server, you will obtain AGI’s written consent to do so, and uninstall the Server Products from the then current Designated Server. You will also provide AGI with the Host ID of the newly Designated Server;
- d. Use Server Products in a cluster or server cluster environment;
- e. Use Server Products such that they are accessible to Clients over a network for the purpose of remotely providing STK capability; and
- f. Use Server Products utilizing up to the Licensed Number of Processing Cores on a Designated Server with unknown Clients.

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

Analytical Graphics, Inc.

Addendum 4 – Workgroup License

This Workgroup License Addendum sets forth the Supplemental Terms that apply to Your use of the Software under a Workgroup License Product Configuration, and includes the AGI Software License Agreement, which is incorporated herein by reference in its entirety. This Addendum will take precedence over any conflicting terms of the Software License Agreement, and AGI reserves the right to update the terms from time to time, such changes taking effect upon delivery and/or use of any subsequent version upgrade. This Addendum contains those definitions and additional provisions that apply to the Workgroup License Product Configuration.

1. DEFINITIONS

In addition to the definitions provided in the Software License Agreement, the following definitions apply to this Addendum:

“End Users” means employees within the same licensed Use Area.

“Local Area Network (LAN)” means any combination of two or more computers that are connected to each other and capable of sharing files, applications or information and that can be accessed from a single office location.

“Use Area” means a single, physical, licensed office location designated by You. If not otherwise specified in the Ordering Documents, the licensed office location is the physical office location receiving the Software.

“Wide Area Network (WAN)” means any combination of two or more computers that are connected to each other and capable of sharing files, applications or information and that can be accessed from more than one office location. A terminal server is a WAN if the computers capable of accessing applications and information on such server are located within more than one office location.

“Workgroup License” means a term license with annual subscription access based on the number of concurrent users.

“Workgroup License Key Server” means the computer hardware located within the licensed User Area to house the Software keys assigned to the End Users.

2. GRANT OF LICENSE

The following supplements Section 2, Grant of License, of the Agreement:

2.1 For each Workgroup License purchased:

- a. You may use this Product Configuration on multiple Designated Computers provided that such computers are located within the same licensed Use Area. The Product Configuration may be used by End Users only when they are in the designated Use Area and may not be accessed from any Branch Offices without obtaining additional workgroup licenses. Any End User whose primary work location is in the designated Use Area, and whose primary residence is outside of the designated Use Area, may access the Software from his primary residence through a secure network that requires a secure ID card or other more protective security safeguards;
- b. You acknowledge that in order to operate the Workgroup License Key Server outside of the designated Use Area, You will promptly obtain AGI’s written consent to do so. If a Workgroup License Key Server becomes inoperative due to malfunction, repair, or maintenance, You may request AGI’s permission to set up and temporarily use a single back-up Workgroup License Key Server on another computer in the same Use Area until the original Workgroup License Key Server returns to service; and
- c. You shall not allow use of the Workgroup Licenses over multiple subnets, multiple local area networks (LANs), the internet or other wide area networks (WANs).

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

Analytical Graphics, Inc.

Addendum 5 – STK Viewer

This STK Viewer Addendum (“Addendum”) sets forth the Supplemental Terms that apply to Your use of STK Viewer and includes the AGI Software License Agreement, which is incorporated herein by reference in its entirety. This Addendum will take precedence over any conflicting terms of the Agreement, and AGI reserves the right to update the terms from time to time, such changes taking effect upon delivery and/or use of any subsequent version upgrade. This Addendum contains those definitions and additional provisions that apply to STK Viewer.

1. DEFINITIONS

“STK Authoring Application” means a software product developed by or for AGI and released by AGI comprising file generation tools for saving source documents created using an AGI simulation product.

“STK Viewer” means the software and associated modules, all of the contents of the files, disks(s), CD-ROM(s) or other media with which this Agreement is provided.

2. GRANT OF LICENSE

The following supplements Section 2, Grant of License, of the AGI Software License Agreement:

2.1 As long as you comply with the terms and conditions of this Agreement and subject to the conditions of use set forth below, AGI grants to you a non-exclusive, non-transferable license to use the STK Viewer solely for the purpose of viewing files created using an STK Authoring Application. You accept all responsibility and liability resulting from the selection of the STK Viewer to achieve your intended results, and for installation, use and results obtained from the STK Viewer, and for reliance on the results obtained.

2.2 You may make and distribute unlimited copies of the STK Viewer to third parties, provided all such copies include this Agreement and that use of the STK Viewer is conditioned on the assent of the recipient to the terms hereof. You must reproduce and include the copyright and other proprietary notices of AGI on all copies of all or any portion of the STK Viewer and the Documentation made by you.

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

Analytical Graphics, Inc.

Addendum 6 - SimMetrics

This SimMetrics Addendum (“Addendum”) sets forth the Supplemental Terms that apply to Your use of SimMetrics and includes the AGI Software License Agreement, which is incorporated herein by reference in its entirety. This Addendum will take precedence over any conflicting terms of the Software License Agreement, and AGI reserves the right to update the terms from time to time, such changes taking effect upon delivery and/or use of any subsequent version upgrade. This Addendum contains those definitions and additional provisions that apply to SimMetrics.

1. DEFINITIONS

“Client Application” means a software application that is installed and runs on a Designated Computer.

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

“Designated License Server” refers to a centralized computer software system which provides access tokens, or keys, to client computers in order to enable the Software to run on them.

“Host Identification or Host ID” means the unique, physical address for the computer hardware.

“Nodelocked License” means a license tied to a specific computer based on that computer's Host ID.

“Server Application” means a software application that is installed and runs on a Designated Computer and makes resulting data available to an unknown number of workstations on a network.

“SimMetrics” or “Software” means all or any portion of the software technology, computer software code, code libraries, underlying organization, object model, and programs delivered on any media with which this Addendum 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.

“SimMetrics Bundle” means a set of license keys purchased from AGI and required for authorized access to the environment in which SimMetrics will be run, and includes the following:

(a) Visualization Client Run-Time License, which authorizes deployment of SimMetrics as a Client Application on a Designated Computer.

(b) Analysis Server Run-Time License, which authorizes deployment of SimMetrics as a Server Application on a Designated Computer.

2. GRANT OF LICENSE

The following supplements Section 2, Grant of License, of the Agreement:

2.1 You may or you agree to:

- a. For each SimMetrics Bundle purchased, use this Software only on a Designated Computer at any one time;
- b. Make one (1) copy of the Software in any machine readable form for backup purposes only in support of your own use of the Software on a Designated Computer;
- c. Except as provided below, as a condition to installation and use of the Software, provide AGI the Host ID of the Designated Computer or Designated License Server. You further acknowledge and agree that in order to operate the Software on a different, newly Designated Computer or serve licenses from a different Designated License Server, you will promptly obtain AGI’s written consent to do so, and uninstall the Nodelocked License from the then current Designated Computer or uninstall the Network License and any licensing tools from the Designated License Server. You will also provide AGI with the Host ID of the newly Designated Computer or the new Designated License Server;
- d. For each Visualization Client Run-Time License purchased, deploy SimMetrics as a Client Application on a Designated Computer; and

e. For each Analysis Server Run-Time License purchased, deploy SimMetrics as a Server Application on a Designated Computer that is networked to Client Applications.

2.2 You shall not:

a. Circumvent the operation of any Run-Time License by any means.

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

Analytical Graphics, Inc.

Addendum 7 – Virtual Machines

This Virtual Machines Addendum (“Addendum”) sets forth the Supplemental Terms that apply to Your use of the Software on Virtual Machines, and includes the AGI Software License Agreement, which is incorporated herein by reference in its entirety. This Addendum will take precedence over any conflicting terms of the Agreement, and AGI reserves the right to update the terms from time to time, such changes taking effect upon delivery and/or use of any subsequent version upgrade. This Addendum contains those definitions and additional provisions that apply to the use of Virtual Machines.

1. DEFINITIONS

In addition to the definitions provided in the Software License Agreement, the following definitions apply to this Addendum:

“Named User” refers to the single unique user who is identified as the named user within the Ordering Documents.

“Named User License” means a license tied to a single Named User regardless of physical workstation or network.

“Virtual Machine” (VM) is a software implementation of a machine (i.e. a computer) that executes programs like a physical machine.

2. GRANT OF LICENSE

The following supplements Section 2, Grant of License, of the AGI Software License Agreement. In so much as you may intend to deploy the Software in a virtual environment for the express purposes of maximizing hardware utilization, minimizing maintenance, or providing for disaster recovery:

2.1 You agree to the following:

- a. The use of the Software on a VM is only permitted when used in conjunction with a Named User license or a purchased set of networked licenses served from a remote server;
- b. Each instance of a VM in which the Software is executed will consume a single and unique set of purchased licenses; and
- c. The number of licenses in operation will never exceed the actual number of purchased licenses unless otherwise specifically permitted by written agreement with AGI. AGI may, from time to time, request a certification of the foregoing.

2.2 You shall not:

- a. Utilize a virtual environment in order to serve the Software out to multiple clients in excess of the number of purchased licenses.

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

Analytical Graphics, Inc.

Addendum 8 – Annual Support and Upgrades Agreement

This Addendum (“Addendum”) sets forth the Supplemental Terms that apply to Your purchase of Annual Support and Upgrades associated with the Software (as defined in the applicable AGI Software License Agreement) and includes the AGI Software License Agreement, which is incorporated herein by reference in its entirety. This Addendum will take precedence over any conflicting terms of the Software License Agreement, and AGI reserves the right to update the terms from time to time, such changes taking effect upon delivery and/or use of any subsequent version upgrade.

1. BENEFITS

The following benefits are available to You under this Addendum:

1.1 Technical Support

Technical Support is available in a variety of areas in support of Software usage including: licensing, installation and configuration support; application of best practices; integration with other software; special event assistance; and other technical problem analysis.

Technical Support is typically provided remotely by AGI’s centralized technical support staff but may be supplemented with onsite support, as needed, at AGI’s discretion.

Technical Support is available from AGI’s centralized technical support staff as follows:

Hours: 7am to 7pm (EST), Monday through Friday*
Phone: 1-800-924-7244 Toll-free in U.S. and Canada*
1-610-981-8888 Outside U.S. and Canada
Email: support@agi.com
Web: www.agi.com/support (for common product support resources)

*For Technical Support outside of these hours or outside the U.S. & Canada, contact Your AGI point of contact or AGI reseller representative.

Technical Support outside of the above parameters may be available upon request.

1.2 Software Upgrades

Software Upgrades consist of new product releases which are issued periodically and may include new functionality, enhancements, and bug fixes. Software Upgrades are provided only for standard hardware platforms and operating systems supported by AGI as described in the Documentation. Software Upgrades will apply only to unmodified Software and commercially released updated versions of the Software. You are responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Software Upgrades are provided subject to the terms and conditions of the then current and applicable AGI Software License Agreement, available on AGI’s website at <http://www.agi.com/sla> or with the deliverable Software or upon request.

All major product releases and maintenance releases may be downloaded directly from the AGI Customer Licensing System (CLS) (available at www.agi.com/CLS) or shipped directly to you, upon request. Interim maintenance releases are available at <https://www.agi.com/product-explorer> or on CD-ROM, upon request.

You may upgrade to the latest product version at any time during the term of the Annual Support and Upgrades Agreement. If you opt not to renew the Annual Support and Upgrade Agreement, You have 60 days from the end of the Annual Support and Upgrades Agreement term to upgrade to the latest product version available prior to the end of the Annual Support and Upgrades Agreement term. If You request an upgrade beyond this 60-day period, You will be required to renew the Annual Support and Upgrades Agreement in order to upgrade to the latest product version.

1.3 Software Transfers

If the Annual Support and Upgrades Agreement is active, Software may be transferred free of charge from one computer/user to another up to three times within any Annual Support and Upgrades Agreement period (see Section 2). If the Annual Support and

Upgrades Agreement is inactive, Software transfers are subject to a transfer fee dependent upon the number and type of licenses subject to transfer.

1.4 Technical Support Life Cycle

If the Annual Support and Upgrades Agreement is active, AGI shall provide Technical Support for a previous version of the Software, up to a maximum of 5 years from the release of that version of the Software. This shall apply to all versions of the software other than maintenance releases. Upon request, at AGI's discretion, Technical Support for versions beyond 5 years from the release may be available.

2. AGREEMENT TERM, RENEWAL AND REINSTATEMENT

The term of the Annual Support and Upgrade Agreement shall be annual, unless otherwise stated in the applicable Ordering Documents, and must be renewed annually for ongoing access to the benefits stated above. If the Annual Support and Upgrades Agreement is not renewed by the end of the Annual Support and Upgrades Agreement term, all the rights and privileges associated with the Annual Support and Upgrades Agreement shall terminate. Thereafter, the Annual Support and Upgrades Agreement may be renewed; however, payment for the entire inactive term (i.e. the number of days the Annual Support and Upgrades Agreement is inactive) will be required in order to renew the Annual Support and Upgrades Agreement. In addition, a 2.5% reinstatement fee shall be applied for any inactive term of more than 30 days but less than 90 days. A 5% reinstatement fee shall be applied for any inactive term of 90 days or longer.

3. LIMITATION OF LIABILITY AND REMEDIES

During the term of the Annual Support and Upgrades Agreement, AGI will use commercially reasonable efforts to provide You with Technical Support to address any issue or problem determined to be in the Software. While it is AGI's goal to provide answers or solutions which address such issues or problems, AGI is unable to guarantee that every issue or problem can or will be resolved. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, AGI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL AGI BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT OR OTHER DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF TECHNICAL SUPPORT, 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.

AGI'S OBLIGATIONS UNDER THE ANNUAL SUPPORT AND UPGRADES AGREEMENT, UNDER ANY THEORY OF LIABILITY OR CONTRIBUTION, SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE APPLICABLE ANNUAL SUPPORT AND UPGRADE AGREEMENT.

4. APPLICABLE LAWS

The Annual Support and Upgrades Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to conflict of laws principles, except that U.S. Federal law shall govern in matters of intellectual property.

5. ENTIRE AGREEMENT

The Annual Support and Upgrades 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. This Agreement may not be modified, amended or in any way altered except by a written agreement signed by both you and AGI.