

## ANALYTICAL GRAPHICS, INC.

### STK Components License Agreement

**NOTICE TO USER:** PLEASE READ THIS STK COMPONENTS 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 STK COMPONENTS MADE AVAILABLE BY AGI, 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, FOR STK COMPONENTS. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, DO NOT USE THE STK COMPONENTS. IF YOU ACQUIRED THE STK COMPONENTS WITHOUT AN OPPORTUNITY TO REVIEW THIS LICENSE AND YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY OBTAIN A REFUND OF THE AMOUNT YOU ORIGINALLY PAID FOR THE STK COMPONENTS PROVIDED YOU: (A) DO NOT USE THE STK COMPONENTS, (B) YOU DO NOT MAKE OR KEEP ANY COPIES OF THE STK COMPONENTS, 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 STK COMPONENTS AND DOCUMENTATION, AND LICENSES ITS USE TO YOU. YOU ACCEPT ALL RESPONSIBILITY AND LIABILITY RESULTING FROM THE SELECTION OF STK COMPONENTS TO ACHIEVE YOUR INTENDED RESULTS, AND FOR INSTALLATION, USE AND RESULTS OBTAINED FROM STK COMPONENTS, AND FOR RELIANCE ON THE RESULTS OBTAINED.

#### 1. DEFINITIONS

“Client-Server Environment” means a networking environment consisting of a requesting computer (client) which receives application processing from a server.

“Component 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.

“Component Application Licensee” means a legal entity to which a Component Application has been licensed.

“Component Developer Resources” means the Documentation, Installation Utilities and Component Reference Applications, as provided and owned by AGI.

“Development Kit” means, collectively, STK Components and Component Developer Resources, provided and licensed to You by AGI for a specified License Term.

“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 Use” means any use of a Component Application beyond development or testing of the Component Application.

“End User System” is the deployed application that will be utilized on a particular hardware system.

“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.

“License Term” means a period for use of the Development Kit, as such period may be extended by AGI.

“Licensed Number of Processing Cores” means the number of processing cores the Component Application will utilize per Run-Time License. The Licensed Number of Processing Cores for this Agreement is specified in the Runtime License Purchase Order details. If not specified, the Licensed Number of Processing Cores is four (4).

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

“Run-Time License” means a license purchased from AGI and required for authorized access to a Component Application appropriate to the environment in which the Component Application will be deployed, and includes any of the following:

- (a) End User Run-Time License, which authorizes a Component Application, utilizing up to the Licensed Number of Processing Cores, to be deployed as a local processing application or a Server Run-Time license to be served to the maximum number of licenses purchased.
- (b) Enterprise Server Run-Time License, which authorizes deployment of a Component Application, utilizing up to the Licensed Number of Processing Cores, in a Client-Server Environment with unknown end users on a Server.

“Server” means a computer that makes software application services, such as access to data files, and programs available to workstations on a network.

“STK Components” means AGI software technology that includes AGI functionality and subprograms or dynamic linked libraries, including but not limited to the STK Cesium 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, and Orbit Propagation Library.

"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.

## **2. GRANT OF LICENSE**

2.1 Subject to the terms and conditions of this Agreement and payment of all resulting applicable license fees, AGI grants to you a non-exclusive, non-transferable license to:

- (a) use the Development Kit in accordance with the terms of this Agreement for the License Term;
- (b) use the STK Components as set forth in the applicable Ordering Documents to develop Component Applications that include STK Components and Software and/or functionality derived from Component Developer Resources;
- (c) reproduce, distribute and use Component Applications for Yourself; and
- (d) reproduce, distribute, and license Component Applications to third party end user (without the right to further sublicense) throughout the world (subject to Your obligations under Section 5).

2.2 You may:

- (a) for each Development Kit that You have licensed, install and use the STK Components on a Per User basis, on any computer, solely for the purpose of individual research, discovery, and demonstration of a prototype application, for the duration of the License Term;
- (b) for each Runtime license that You have purchased, build STK Component applications for End Use, for

use on funded research, for deployment in corporate or operational environments, or for commercial resale;

(c) copy and distribute Component Applications for Your use, provided that you shall have purchased a version of the Run-Time License appropriate to the environment in which you deploy the Component Application. For each End User Run-Time License purchased, deploy Component Applications, utilizing up to the Licensed Number of Processing Cores, as desktop applications or in a Client-Server Environment. For each Enterprise Server Run-Time License purchased, deploy Component Applications, utilizing up to the Licensed Number of Processing Cores, in a Client-Server Environment with unknown end users; and

(d) subject to Your obligations under Section 5, copy, distribute and license a Component Application to third party end user(s), provided that for each Component Application licensed to a third party end user, You have purchased a Run-Time License appropriate to the environment under which You intend to deploy the Component Application, utilizing up to the Licensed Number of Processing Cores, and for the number of third party End User Systems who may access the Component Application, and further provided that you shall have obtained the acceptance from such users of the Component Application, utilizing up to the Licensed Number of Processing Cores, to a Component Application License that complies with Section 2.4 below as part of a Component Application.

2.3 You and the derived System and your third party licensees and their users of the system 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 Component Application;

(b) use AGI's name, logo(s) or trademarks to market or promote Component Applications, except as may be permitted in a separate agreement between You and AGI;

(c) reverse assemble, reverse compile or translate any Library of STK Components;

(d) remove a copyright notice, disclaimer, or other form of attribution from any Library of STK Components;

(e) share any Library of STK Components over a network, for any purpose;

(f) circumvent the operation of any Run-Time License by any means;

(g) operate multiple copies of the software at the same time on different computers with a single End User Run-time license. Software purchased and licensed on an Enterprise License basis may be installed on a single computer and may be accessed by an unknown number of users; and shall not;

(h) distribute any of the Component Developer Resources, as provided by AGI, to an End User, except as incorporated into a Component Application.

2.4 The use of Component Applications by third party end users is strictly conditioned on acceptance of a Component Application License that, at a minimum:

(a) includes the prohibitions recited in Section 2.3 (b)-(g);

(b) prohibits the Component Application Licensee and its end user from copying any Library of STK Components, except as necessary to use the licensed copy of any Library of the STK Components, 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;

(c) describes that operation of a Component Application requires the Component Application Licensee and its end user to obtain a Run-Time License as provided by You and purchased from AGI;

(d) clearly states that the Component Application Licensee and its end user assume all risks and liability arising from the use of a component for any purpose, including the security of all data stored on its

computers;

(e) includes a disclaimer of warranty that by its terms is applicable to AGI and its suppliers and that is at least as limiting as the disclaimer of warranty of Section 3 of this Agreement; and

(f) includes a disclaimer of liability that by its terms is applicable to AGI and its suppliers and that is at least as limiting as the limitations of liability of Section 4 of this Agreement.

## 2.5 Acknowledgements

(a) You acknowledge and agree that you are responsible for the security of all data stored on its computer as a result of the operation of any Library of STK Components by You.

(b) You accept all risks and liability arising from the use of any AGI-provided software component for any purpose.

## 3. DISCLAIMER OF WARRANTY

3.1 STK COMPONENTS ARE 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 STK COMPONENTS. AGI DOES NOT WARRANT THAT THE FUNCTIONS OR TECHNOLOGY CONTAINED IN STK COMPONENTS WILL BE UNINTERRUPTED OR ERROR FREE.

3.2 AGI PROVIDES NO WARRANTY OF ANY KIND WITH REGARD TO COMPONENT APPLICATIONS THAT YOU CREATE USING STK COMPONENTS, NOR IS AGI OBLIGATED TO PROVIDE UPDATES, MAINTENANCE, SUPPORT, DOCUMENTATION OR ANY OTHER SERVICES OR SUPPORT TO ANY THIRD PARTY TO WHOM YOU HAVE DISTRIBUTED COMPONENT APPLICATIONS CREATED WITH STK COMPONENTS.

## 4. LIMITATION OF LIABILITY

4.1 IN NO EVENT WILL AGI OR ITS SUPPLIERS, 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 STK COMPONENTS, 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 APPLICABLE LICENSE FEES PAID BY YOU.

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

## 5. EXPORT CONTROL REGULATIONS

You hereby acknowledge and agree that the STK Components 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. antiboycott 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 Antiboycott Compliance (OAC). In the event that transfer of bank funds to AGI results from this Agreement, all transactions shall be exclusively and directly between customer's bank and AGI, 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.

## **6. TERMINATION**

The license granted under this Agreement is effective until terminated. You may terminate this license at any time by destroying all copies of STK Components 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 the 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 STK Components in your possession and to certify in writing to AGI that such action has been taken.

## **7. GOVERNING LAW**

7.1 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.

7.2 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.

## **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.

Notwithstanding the foregoing provision, AGI shall permit transfers of this Agreement, 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.

## **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 AND LICENSE TRACKING**

AGI or its designee may, from time to time, at its sole expense, and consistent with your security

obligations and requirements, conduct an audit of your computer hardware, computer software, books and other records related to STK Components sufficient to substantiate compliance with this Agreement. Such audit shall take place during normal business hours and will be conducted in a manner so as to not interfere with your operations. Furthermore and on an annual basis, You agree to use commercially reasonable efforts to track and account for the total number of End User or Enterprise Server Run-Time Licenses distributed in the aggregate to the number of such Run-Time Licenses purchased under the terms of this Agreement. In the event the actual number of Run-Time Licenses distributed exceeds the number of Run-Time Licenses purchased from AGI, You hereby agree to pay AGI for the corresponding underpaid Run-Time License fees.

## **11. INTELLECTUAL PROPERTY AND OWNERSHIP**

11.1 AGI and its suppliers respectively retain ownership of all rights, title and interest in and to all intellectual property rights associated with the STK Components and Documentation. This Agreement shall not be construed in any manner as transferring any rights of ownership or license to the STK Components, 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 STK Components 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 STK Components 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 STK Components 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 STK Components 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 STK Component 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 STK Components 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**

STK Components may incorporate Third Party Content which is subject to the terms and conditions of such respective third parties. Third party terms, conditions and copyright attributions may be viewed at [www.agi.com/sla](http://www.agi.com/sla).

## **14. 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 Component Applications that You have created using STK Components.

## **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 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.