

## ANALYTICAL GRAPHICS, INC.

### SOFTWARE DEPLOYMENT LICENSE AGREEMENT

**NOTICE TO USER:** PLEASE READ THIS SOFTWARE DEPLOYMENT 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 LICENSE 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

“AGI Software Products” means the following: Cesium Pro, STK Terrain Server, STK Components, or any other software products that AGI may offer under this Agreement.

"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.

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

“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 Products, software modules, extensions for the software and all of the contents of the files, disks(s), CD-ROM(s), downloads, 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 AGI Software Products.

“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 <https://cdn.agi.com/sla/> or [www.agi.com/sla](http://www.agi.com/sla).

Addendum 1: STK Terrain Server  
Addendum 2: Cesium Pro  
Addendum 3: STK Components

## 2.2 Permitted Uses

For each license purchased, you may:

- a. Install and use the Software on a 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.

## 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 suppliers' 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 OR IN ANY WAY RELATING TO 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. PRODUCTS DEVELOPED BY AGI**

Nothing contained in this Agreement 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 Software Application developed by You.

## **7. 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 Software Application, the use of a Software Application by any person, and the infringement of any intellectual property or other right of any entity or person by a Software Application. This obligation shall survive the termination of this Agreement.

## **8. RELATIONSHIP OF THE PARTIES**

This Agreement 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.

## **9. THIRD PARTY TERMS**

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 [cdn.agi.com/sla/](http://cdn.agi.com/sla/) or [ww.agi.com/sla/](http://ww.agi.com/sla/).

## **10. PROTECTION AND USE**

10.1 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 Agreement, or a separate agreement, AGI does not grant You or your End-Users any rights or licenses under AGI's patents, copyrights, trademarks or other intellectual property rights.

10.2 You shall not remove any copyright notice of AGI or its suppliers, disclaimers, or other forms of attribution contained in the Software.

## **11. 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.

## **12. 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.

## **13. GOVERNING LAW**

13.1 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.

13.2 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.

## **14. ASSIGNMENT**

14.1 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.

14.2 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.

## **15. 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

## **16. INTELLECTUAL PROPERTY AND OWNERSHIP**

16.1 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.

16.2 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.

## **17. U.S. GOVERNMENT END USER RIGHTS**

17.1 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 Agreement.

17.2 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.

## **18. ACKNOWLEDGEMENTS**

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

18.2 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.

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

18.4 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.

18.5 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.

18.6 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– STK TERRAIN SERVER AND STK TERRAIN SERVER DATA

This Addendum (“Addendum”) sets forth the Supplemental Terms that apply to Your use of STK Terrain Server and includes the AGI Software Deployment License Agreement, which is incorporated 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 Your use of STK Terrain Server.

#### 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 storing and processing data.

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

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

“STK Terrain Server License” means a run-time license purchased from AGI that is required for authorized access to STK Terrain Server. Each STK Terrain Server License can be hosted on a Designated Server not to exceed 1,000 Clients.

“STK Terrain Server” means the AGI Software Product, including the APIs, that can be hosted on a Designated Server, which provides a terrain data management system that processes, stores and shares terrain data with Clients.

“STK Terrain Server Database” means the terrain data container in which the STK Terrain Server Data is housed.

“STK Terrain Server Data” means terrain data that is created, stored, managed and disseminated by the STK Terrain Server, which includes AGI STK Terrain Server Data and STK Terrain Server User Data.

“AGI STK Terrain Server Data” means terrain data that is preprocessed by AGI.

“STK Terrain Server User Data” means terrain data that is processed by Clients.

“Software Application” means a custom application created by You that incorporates STK Terrain Server.

#### 2. GRANT OF LICENSE

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

2.1 For each STK Terrain Server License purchased, You may:

- a. Use STK Terrain Server as set forth in the applicable Ordering Document(s);
- b. Make one (1) copy of STK Terrain Server in any machine readable form for backup purposes only in support of your own use of STK Terrain Server on a Designated Server;
- c. Except as provided below, as a condition to the installation and use of STK Terrain Server, You agree to provide AGI the Host ID of the Designated Server. You further acknowledge and agree that in order to operate STK Terrain Server on a different, newly Designated Server, you will obtain AGI’s written consent to do so, and uninstall the STK Terrain Server from the then current Designated Server. You will also provide AGI with the Host ID of the newly Designated Server;
- d. Use STK Terrain Server such that it is accessible to Clients on a Designated Server for the purpose of remotely providing terrain visualization capability;

- e. Use STK Terrain Server for the purpose of creating and deploying Software Applications to Clients on a Designated Server, subject to the restrictions in Section 2.3.

2.2 For each STK Terrain Server Data License purchased, You agree to use the STK Terrain Server Data in accordance with this Addendum.

2.3 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:

- a. You shall make payments of all license fees required under this Addendum in accordance with the terms of the invoice provided by AGI, and You have purchased the appropriate STK Terrain Server License for each copy of the Software Application that You deploy or sell.
- b. You must give proper acknowledgement of the copyright(s), trademarks and other proprietary notices of AGI.
- c. You shall not create Software Applications that directly compete with AGI Software Products. Your license under this Addendum is solely for the creation of Software Applications, and not for the creation of products to be sold in competition with AGI Software Products. If you deploy Software Applications to customize, automate, or embed software for the purpose of selling the Software Applications, then the associated STK Terrain Server License must be purchased for each copy sold or offered for sale.
- d. Unless otherwise agreed to by the parties in writing, You may permit the use of Software Applications by End-Users subject to a written end-user license agreement (EULA) that, at a minimum:
  - i. Prohibits the End-User from copying the Software or any component thereof, except as necessary to use the licensed copy of a the Software 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;
  - ii. Prohibits the End-User from distributing, transferring, leasing or renting the AGI Software Application or any component thereof to a third party except as a component of a Software Application;
  - iii. Requires a STK Terrain Server License for the Software Application;
  - iv. 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 Application or any component thereof; for any purpose and for reliance on the results obtained from the use of the Software Application or any component thereof for any purpose;
  - v. Includes a disclaimer of warranty that by its terms is applicable to AGI and its suppliers and that is at least as limiting as Section 3, Disclaimer of Warranty, of the Agreement; and
  - vi. Includes a disclaimer of liability that by its terms is applicable to AGI and its suppliers and that is at least as limiting as Section 4, Limitation of Liability, of the Agreement.

2.4 You shall not:

- a. Extract STK Terrain Server Data from the STK Terrain Server Database unless You obtain prior written consent from AGI.
- b. Disseminate or distribute AGI STK Terrain Server Data.

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

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



## ANALYTICAL GRAPHICS, INC.

### Addendum 2-CESIUM PRO

This Addendum (“Addendum”) sets forth the Supplemental Terms that apply to Your use of Cesium Pro and includes the AGI Software Deployment License Agreement, which is incorporated 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 Your use of Cesium Pro.

#### 1. DEFINITIONS

“Cesium Pro” means the AGI Software Product, including the source code, which provides a productized version of Cesium and other advanced features, including but not limited to: sensors, vectors and mask geometry.

“Cesium Pro License” means a run-time license purchased from AGI that is required for authorized access to Cesium Pro. Each Cesium Pro License can be hosted on a Designated Server not to exceed 1,000 Clients.

“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.

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

“Software Application” means a custom application created by You that incorporates Cesium Pro.

“Minified” means to have removed all unnecessary characters and minimally renamed identifiers in source code without changing the functionality.

#### 2. GRANT OF LICENSE

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

2.1 For each Cesium Pro License purchased, You may:

- a. Use Cesium Pro as set forth in the applicable Ordering Document(s);
- b. Make one (1) copy of Cesium Pro in any machine readable form for backup purposes only in support of Cesium Pro on a Designated Server;
- c. Except as provided below, as a condition to the installation and use of Cesium Pro, You agree to provide AGI the Host ID of the Designated Server. You further acknowledge and agree that in order to operate Cesium Pro on a different, newly Designated Server, You will obtain AGI’s written consent to do so, and uninstall the Cesium Pro from the then current Designated Server. You will also provide AGI with the Host ID of the newly Designated Server;
- d. Use Cesium Pro for the purpose of creating and deploying Software Applications to Clients on a Designated Server, subject to the restrictions in Section 2.2.

2.2 For each Cesium Pro License purchased, You agree to use Cesium Pro in accordance with this Addendum.

2.3 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:

- a. You shall make payments of all license fees required under this Addendum in accordance with the terms of the invoice provided by AGI, and You have purchased the appropriate Cesium Pro License for each of copy of the Software Application that You deploy or sell.

- b. You must give proper acknowledgement of the copyright(s), trademarks and other proprietary notices of AGI.
- c. You shall not use create Software Applications that directly compete with the AGI Software Products. Your license under this Addendum is solely for the creation of Software Applications and not for the creation of products to be sold in competition with AGI Software Products. If you deploy Software Applications to customize, automate, or embed Software for the purpose of selling the Software Applications, then the associated Cesium Pro License must be purchased for each copy sold or offered for sale.
- d. Unless otherwise agreed to by the parties in writing, You shall permit the use of Software Applications by End-Users subject to a written end-user license agreement (EULA) that, at a minimum:
  - i. Prohibits the End-User from copying the Software or any component thereof, except as necessary to use the licensed copy of a the Software 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;
  - 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. Requires a Cesium Pro License for the Software Application;
  - iv. 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 Application or any component thereof; for any purpose and for reliance on the results obtained from the use of the Software Application or any component thereof for any purpose;
  - v. Includes a disclaimer of warranty that by its terms is applicable to AGI and its suppliers and that is at least as limiting as Section 3, Disclaimer of Warranty, of the Agreement; and
  - vi. Includes a disclaimer of liability that by its terms is applicable to AGI and its suppliers and that is at least as limiting as Section 4, Limitation of Liability, of the Agreement.

2.3 You shall not:

- a. Share the source code of Cesium Pro over a network, outside of the STK Cesium Application, for any purpose; and
- b. Deploy a version of Cesium Pro that has not been minified.

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 that the Software is transferred and/or distributed as a component of a Software Application.

### 3. THIRD PARTY TERMS

Cesium Pro contains open source software contributions under the Apache 2.0 License ("License"); You may not use these files except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0> The open source software contributions are distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.

Third party terms, conditions and copyright attributions may be viewed at <https://github.com/AnalyticalGraphicsInc/cesium/blob/master/CONTRIBUTORS.md>; You agree to abide by the terms of any such content.

## **ANALYTICAL GRAPHICS, INC.**

### **Addendum 3- STK COMPONENTS**

This Addendum (“Addendum”) sets forth the Supplemental Terms that apply to Your use of STK Components and includes the AGI Software Deployment License Agreement, which is incorporated 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 Your use of STK Components.

#### **1. DEFINITIONS**

“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.

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

“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 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 one Designated Server.

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

"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.

“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.

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