COMSPOC CORP.
SOFTWARE LICENSE AGREEMENT

The following Software License Agreement applies to all ODTK and Space Operations products. Additionally, the following addendums contain supplemental terms applicable to the products as listed below:

Addendum 1 – Desktop Software Products

ODTK Products:
ODTK Space Situational Awareness (ODTK SSA)

Space Operations Products:
Space Object Threat Assessment (SOTA)
Space Event Generator (SEG) – Desktop Version

Addendum 2 - Workgroup License

- All Products in Addendum 1

Addendum 3 - Virtual Machines

- All Products in Addendum 1

Addendum 4 - Annual Support and Upgrades Agreement

- Annual Software Support and Upgrade

NOTICE TO USER: PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND COMSPOC CORPORATION ("COMSPOC"), A DELAWARE 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. 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.

By using the Software, you represent, acknowledge and agree that you are of age under the laws of your jurisdiction (usually 18+ years) and/or lawfully able to enter into this Agreement. If you are not of age (a "Minor"), you represent that you are using the Software with the consent of your parent or legal guardian and that you have received your parent's or legal guardian's permission to use the Software and agree to these Terms. If you are a parent or legal guardian of a Minor, you hereby consent to the use of the Software by a Minor, agree to bind the Minor to these Terms and to fully indemnify and hold COMSPOC harmless if the Minor breaches any of these Terms. If you are not legally able to enter into contracts, you may not use the Software at any time or in any manner. If you enter into this Agreement on behalf of a company or legal entity, you must have the authority to bind that entity to these Terms. In that case, "You" refers to the entity.

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 COMSPOC 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 COMSPOC 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) COMSPOC 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 COMSPOC 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 COMSPOC 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 COMSPOC.

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.

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 COMSPOC 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 this 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, or algorithms. 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 ACCEPT ALL RESPONSIBILITY AND LIABILITY RESULTING FROM THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. COMSPOC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED.

4. LIMITATION OF LIABILITY

4.1   YOU ALSO ACCEPT ALL RESPONSIBILITY AND LIABILITY RESULTING FROM THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE, AND FOR RELIANCE ON THE RESULTS OBTAINED.

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

4.3   COMSPOC'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.

4.4   COMSPOC IS NOT LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

5. INFRINGEMENT INDEMNIFICATION

5.1   COMSPOC shall indemnify You 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.   COMSPOC is notified in writing within fifteen (15) business days of such claim;
   b.   You provide COMSPOC with documents describing the allegations of infringement;
   c.   COMSPOC 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 COMSPOC'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, COMSPOC 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 COMSPOC. COMSPOC'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 COMSPOC for the affected Software less depreciation for beneficial use determined on a straight-line basis over a five-year useful life.

5.3   COMSPOC shall have no obligation to indemnify you 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 COMSPOC or specified by COMSPOC in its Documentation; (ii) alteration of the Software by someone other than COMSPOC; or (iii) use of the Software after modifications have been provided by COMSPOC for avoiding infringement; or use after a return is ordered by COMSPOC under Section 5.2.

5.4   COMSPOC'S OBLIGATIONS UNDER THIS SECTION 5 ARE SOLELY FOR INFRINGEMENT DAMAGES AND COSTS AWARDED AGAINST YOU. IN NO EVENT SHALL ANY OTHER LIABILITY OF COMSPOC TO YOU EXCEED THE AGGREGATE AMOUNT OF THE APPLICABLE LICENSE FEE RECEIVED BY COMSPOC 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 COMSPOC results from this Agreement, all transactions shall be exclusively and directly between your bank and COMSPOC'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

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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 COMSPOC. 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 COMSPOC 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 COMSPOC 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 State of Delaware without reference to the DE 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 COMSPOC, and any attempt to so sell, sublicense, assign, rent, lease, loan or transfer without COMSPOC's prior written consent is void.

Notwithstanding the foregoing provision, COMSPOC 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 COMSPOC's prior written consent, which shall not be unreasonably withheld.

10. NOTICES

Any notices regarding this Agreement shall be sent to:

> COMSPOC Corporation
> Attn: Contracts Department
> 220 Valley Creek Blvd.
> Exton, PA 19341
> contracts@comspoc.com

11. INTELLECTUAL PROPERTY AND OWNERSHIP

11.1   COMSPOC 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 COMSPOC 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 COMSPOC 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.

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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 COMSPOC Corporation located at 220 Valley Creek Boulevard, Exton, PA 19341.

13. THIRD PARTY CONTENT

The Software includes Third Party and Open Source Software, 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 in the acknowledgement documentation per product at www.comspoc.com/sla. Any further requests or inquiries concerning Third Party Content can be made to contracts@comspoc.com.

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 COMSPOC.

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 COMSPOC WOULD BE IRREPARABLY DAMAGED IF THE TERMS AND CONDITIONS OF THIS AGREEMENT WERE NOT SPECIFICALLY ENFORCED, AND THEREFORE YOU AGREE THAT COMSPOC SHALL BE ENTITLED TO APPROPRIATE EQUITABLE REMEDIES, INCLUDING, BUT NOT LIMITED TO, INJUNCTIVE RELIEF WITH RESPECT TO BREACHES OF THIS AGREEMENT, IN ADDITION TO SUCH OTHER REMEDIES AS COMSPOC 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.

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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 COMSPOC 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. This Addendum contains those definitions and additional provisions that apply to Desktop Software Products.

1.   DEFINITIONS

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

"Dongle" refers to a specific hardware device designated with a unique serial number (Dongle ID) that may be moved between physical workstations.

"Dongle License" means a license tied to the unique serial number (Dongle ID) of a designated hardware dongle. This license is valid on any workstation to which its associated dongle is attached.

"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 Software License Agreement:

2.1   For each Nodelocked License purchased, you may or you agree to:

a.   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 COMSPOC 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 COMSPOC's written consent to do so, and uninstall the Nodelocked License from the then current Designated Computer. You will also provide COMSPOC with the Host ID of the newly Designated Computer.

2.2 For each Dongle License purchased, you may or you agree to:

a.   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 COMSPOC the Dongle ID of the supplied dongle.

2.3   For each Named User License purchased, you may or you agree to:

a.   Use the software on up to three (3) different workstations, but no more than one (1) at any given time, unless otherwise approved by COMSPOC.

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.

2.4   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 COMSPOC 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 COMSPOC's written consent to do so, and uninstall the Network License and any licensing tools from the Designated License Server. You will also provide COMSPOC with the Host ID of the new Designated License Server.

2.5   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.

c.   Make the Software available to be remotely tasked, via use of remote servers or cloud computing resources, without the express written permission of COMSPOC.

2.6 All rights not specifically granted herein or not specifically granted in the Software License Agreement are prohibited.

Addendum 2 – 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 COMSPOC 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. 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 Software License 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 COMSPOC's written consent to do so. If a Workgroup License Key Server becomes inoperative due to malfunction, repair, or maintenance, You may request COMSPOC'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 Software License Agreement are prohibited.

Addendum 3 – 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 COMSPOC 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. 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 COMSPOC 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 COMSPOC. COMSPOC may, from time to time, request a certification of the foregoing.

2.2   You shall not:

a.   Unless specifically approved by COMSPOC, 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 Software License Agreement are prohibited.

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Addendum 4– 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 COMSPOC Software License Agreement) and includes the COMSPOC 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.

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 COMSPOC's centralized technical support staff but may be supplemented with onsite support, as needed, at COMSPOC's discretion.

Technical Support is available from COMSPOC's centralized technical support staff as follows:

Hours: 9am to 5pm (EST), Monday through Friday*
Phone: 610-220-0272
Email: support@comspoc.com

*For Technical Support outside of these hours or outside the U.S. & Canada, contact Your COMSPOC point of contact or COMSPOC 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 COMSPOC 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 COMSPOC Software License Agreement, available on COMSPOC's website at http://www.comspoc.com/sla or with the deliverable Software or upon request.

All major product releases and maintenance releases will be made available and may be shipped directly to you, upon request by contacting your COMSPOC point of contact or support@comspoc.com.

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

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If the Annual Support and Upgrades Agreement is active, COMSPOC shall provide Technical Support for a previous version of the Software, up to 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 COMSPOC'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, COMSPOC 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 COMSPOC's goal to provide answers or solutions which address such issues or problems, COMSPOC is unable to guarantee that every issue or problem can or will be resolved. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, COMSPOC 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 COMSPOC BE LIABLE TO YOU FOR ANY, INDIRECT OR OTHER DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF TECHNICAL SUPPORT, OR A LOSS OF DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIENCE OR OTHER TORTIOUS ACTION, EVEN IF COMSPOC OR ANY AUTHORIZED COMSPOC BUSINESS PARTNER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL COMSPOC BE LIABLE FOR ANY SIMILAR CLAIM AGAINST YOU BY ANY OTHER PARTY.

COMSPOC'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 State of Delaware 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 Annual Support and Upgrades Agreement may not be modified, amended or in any way altered except by a written agreement signed by both you and COMSPOC.