

End User License Agreement (EULA) and Limited Software Warranty – General Dynamics SignalEye Products

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This EULA shall remain in effect until terminated through one of the following circumstances:

- i. At any time by Customer's destruction of all copies of the Software and any Documentation.
- ii. By GDMS due to Customer non-compliance with any provision of the Agreement (not applicable to U.S. Government Customers).
- iii. Any United States Government Customer non-compliance and/or breach of the terms of this Agreement shall be handled in accordance with the provisions of the Contracts Disputes Act of 1978, as amended.

Upon termination by either the Customer or GDMS, the Customer shall destroy or return to GDMS all copies of Software and Documentation in its possession or control. All limitations of liability, disclaimers, restrictions of warranty, and all confidentiality obligations of Customer shall survive termination of this Agreement. Also, the provisions set-forth in the sections titled "U.S. Government Customers" and "General Terms Applicable to the Limited Warranty Statement and End User License Agreement" shall survive termination of the Agreement.

Customer Records

For Commercial Customers: GDMS and its independent accountants reserve the right to conduct an audit of Customer records to verify compliance with this agreement. Customer grants to GDMS and its independent accountants access to its books, records and accounts during Customer's normal business hours in support of such an audit. Customer shall pay to GDMS the appropriate license fees, plus the reasonable cost of conducting the audit should an audit disclose non-compliance with this Agreement.

For U.S. Government Customers: United States Government Customers agree to review usage monitor logs, software logs and other relevant Customer records to verify Customer's compliance with this Agreement and to promptly inform GDMS of any violation of their obligations hereunder and to promptly enter into discussions with GDMS and any relevant prime contractor to discuss the payment of reasonable costs and reasonable attorneys' fees within the Contracts Disputes Act of 1978, as amended.

Export Restrictions

Customer acknowledges that the laws and regulations of the United States restrict the export and re-export of certain commodities and technical data of United States origin, including the Product, Software and the Documentation, in any

medium. Customer will not knowingly, without prior authorization if required, export or re-export the Product, Software or the Documentation in any medium without the appropriate United States and foreign government licenses. The transfer or export of the software outside the U.S. may require a license from the Bureau of Industry and Security.

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Governing Law

For Commercial Customers within the United States, including its Territories, or Canada: This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflict of laws rules.

For Customers outside of the United States or Canada: This Agreement shall be governed by and construed in accordance with the laws of England and Wales without reference to its conflict of laws rules.

For U.S. Government Customers: This Agreement shall be governed by and construed in accordance with United States Federal statutory and common law. The United States Federal Courts shall have exclusive jurisdiction over any claim arising under this Agreement.

Indemnification

GDMS will defend any action brought against Customer based on a claim that any GDMS Product infringes any U.S. patents or copyrights excluding third party software, provided that GDMS is immediately notified in writing and GDMS has the right to control the defense of all such claims, lawsuits, and other proceedings. If, as a result of any claim of infringement against any U.S. patent or copyright, GDMS is enjoined from using the Product, or if GDMS believes the Product is likely to become the subject of a claim of infringement, GDMS at its option and expense may procure the right for Customer to continue to use the Product, or replace or modify the Product so as to make it non-infringing. If neither of these two options is reasonably practicable, GDMS may discontinue the license granted herein on one month's written notice and refund to Licensee the unamortized portion of the license fees hereunder. The depreciation shall be an equal amount per year over the life of the Product as established by GDMS. The foregoing states the entire liability of GDMS and the sole and exclusive remedy of the Customer with respect to infringement of third party intellectual property.

Limitation of Liability

Circumstances may arise where, because of a default on GDMS' part or other liability, Customer is entitled to recover damages from GDMS. In each such instance, regardless of the basis on which you are entitled to claim damages from GDMS (including breach, negligence, misrepresentation, or other contract or tort claim), GDMS is liable for no more than damages for bodily injury (including death) and damage to real property and tangible personal property, and the amount of any other actual direct damages, up to either U.S. \$25,000 (or equivalent in local currency) or the charges (if recurring, 12 months' charges apply) for the Product that is the subject of the claim, whichever is less. The foregoing is the maximum amount for which GDMS is responsible.

UNDER NO CIRCUMSTANCES IS GDMS LIABLE FOR ANY OF THE FOLLOWING:

- 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES,
- 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA, OR
- 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF GDMS OR ITS SOLUTION PROVIDER IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER.

Telephone Support

During the warranty period, GDMS will provide a reasonable amount of telephone consultation to the Customer. This support shall include assistance in connection with the installation and routine operation of the Product, but does not include network troubleshooting, security consultation, design and other services outside of the scope of routine Product operation. Warranty services for the Products shall be available during GDMS' normal business days and hours 8:00AM – 5:00PM U.S. (EST).

Extended Software Support Service

Extended Software Support, whether included in your purchase or purchased separately, entitles you to receive updates, patches, and bug fixes of the Licensed Software, as General Dynamics may provide from time to time without additional charge other than payment of our then current Extended Software Support fees as issued in your maintenance Purchase Order/Contract during the extended support term.

During the Extended Software Support period, General Dynamics will exert reasonable commercial efforts to remedy a failure of Licensed Software listed in the maintenance Purchase Order/Contract to substantially conform to their respective General Dynamics Published Specifications. General Dynamics will provide software “bug fixes”, “patches” or “workarounds” (hereinafter “fixes”) for the Licensed Software listed in the maintenance Purchase Order/Contract which does not substantially conform to their respective General Dynamics Published Specifications. General Dynamics reserves the right, at General Dynamics sole option, to provide any such software fixes to Buyer for installation by Buyer should the software fixes be capable of field software download. All software fixes provided by General Dynamics under this Agreement shall be subject to all of the General Dynamic’s licensing terms and conditions applicable to the Licensed Software. Title to all software fixes, provided by General Dynamics to Buyer under this Agreement shall remain with General Dynamics.

Access and Service

Customer must provide GDMS with access to the Product to enable GDMS to provide the service. Access may include access via the Internet, on-site access or Customer shall be responsible for returning the Product to GDMS. GDMS will notify the Customer to obtain authorization to perform any repairs.

If, during the warranty period, as established by the date of shipment, the Customer finds any significant defect in materials and workmanship under normal use and operating conditions, the Customer shall notify GDMS Customer Service in accordance with the GDMS Service Policies in effect at that time.

Disclaimers

GDMS products are intended for commercial uses. Without the appropriate network design engineering, they must not be sold, licensed or otherwise distributed for use in any hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life-support machines, or weapons systems, in which the failure of products could lead directly to death, personal injury, or severe physical or environmental damage. The Customer hereby agrees that the use, sale, license or other distribution of the products for any such application without the prior written consent of GDMS, shall be at the Customer's sole risk. The Customer hereby agrees to defend and hold GDMS harmless from any claims for loss, cost, damage, expense or liability that may arise out of or in connection with the use, sale, license or other distribution of the products in such applications.

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