

BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC
GXP XPLOER® MOBILE
SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT, AS AMENDED FROM TIME TO TIME (“AGREEMENT”) IS BETWEEN **BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC.** (“BAE SYSTEMS”) AND “YOU,” THE INDIVIDUAL ACCESSING OR USING THE GXP XPLOER MOBILE FOR ANDROID® SOFTWARE APPLICATION (THE “MOBILE APP”).

YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. BY DOWNLOADING, INSTALLING, OR USING THE MOBILE APP, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY ENTITY ON WHOSE BEHALF THE MOBILE APP IS USED. BAE SYSTEMS MAY CHANGE, ADD TO, OR REMOVE ANY PART OF THIS AGREEMENT AT ANY TIME. IF ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DISCONTINUE USING THE MOBILE APP AND DELETE IT FROM YOUR DEVICE. OTHERWISE, YOUR CONTINUED USE, NOW OR FOLLOWING THE POSTING OF NOTICE OF ANY SUCH CHANGES, WILL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND OF SUCH CHANGES.

1. License to Use Mobile App

Subject to Your compliance with the terms of this Agreement, BAE Systems grants You a non-exclusive, non-transferable, revocable license to Use one copy of the Mobile App in machine-readable, object code form, solely on any Compatible Device that You own or control. “Use” means to access, install, download, use, or otherwise benefit from using the functionality of the Mobile App. “Compatible Device” means any Android-based tablet, phone, or smartphone that You own or control.

2. License Restrictions

2.1 You may only Use the Mobile App for lawful purposes. You may not use the Mobile App in any manner that violates any U.S., international, or foreign laws or regulations, or any third party’s rights, including but not limited to intellectual property, privacy or publicity rights. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Mobile App, any updates, or any part thereof.

2.2 The Mobile App contains certain functionality that may allow it to link to websites, servers, databases, or other resources of third parties, including but not limited to those of Your organization (the “Third Party Sites”). BAE Systems is not responsible for the contents, data, products, services, security requirements or access restrictions, policies, or any other aspect of any Third Party Site, and the inclusion of any such functionality or link does not imply that BAE Systems endorses the content or any other aspect of such Third Party Site. You acknowledge that BAE Systems bears no responsibility for any performance or functionality issues associated with the Mobile App and any other software residing on Third Party Site. Accessing any Third Party Site is solely at Your own risk.

3. Transfer

You may not distribute, re-distribute, assign, sublicense, transfer, pledge, lease, rent, or share Your license to Use the Mobile App. However, the Mobile App may be transferred to another Compatible Device within Your organization within the same country in which Your Compatible Device was located when the Mobile App was originally licensed and installed, so long as: (i) You transfer this Agreement and the Mobile App, including all copies, updates, and prior versions, (ii) You retain no copies of the Mobile App, including backups and copies stored on Your Compatible Device, (iii) the receiving party within Your organization accepts the terms and conditions of this Agreement and any other terms and conditions upon which You obtained a valid license to the Mobile App, and (iv) such transfer is made in accordance with the U.S. Department of Commerce Export Administration Regulations.

4. Export Restrictions

You shall comply with all export laws and restrictions and regulations of the United States Department of Commerce, the United States Department of State, the United States Department of Treasury Office of Foreign Assets Control (“OFAC”), or other United States or foreign agency or authority, and not to export, or allow the export or re-export of the Mobile App in violation of any such restrictions, laws or regulations (including, without limitation, export or re-export to destinations prohibited either in Country Groups Q, S, W, Y or Z country specified in the then current Supplement No. 1 to Section 770 of the U.S. Export Administration Regulations (or any successor supplement or regulations), or the OFAC regulations found at 31 C.F.R. 500 et seq.). You represent and warrant that (i) You are not located in, or under the control of, or a national or resident of, a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties. You hereby indemnify and hold BAE Systems and its licensors harmless from and against any liability that may arise from Your failure to comply with all export control laws and regulations.

5. Term; Termination

The term of this Agreement will continue unless and until terminated in accordance with the provisions hereof. You may terminate this Agreement at any time by removing the Mobile App from Your Compatible Device. BAE Systems may immediately terminate this Agreement if You breach any provision of this Agreement or if BAE Systems’ determines, in its discretion, to no longer license the Mobile App. Upon termination of this Agreement, You shall cease all use of the Mobile App and remove it from Your Compatible Device.

6. DISCLAIMER OF WARRANTIES

THE MOBILE APP IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, “WITH ALL FAULTS” AND WITHOUT WARRANTY OF ANY KIND. USE OF THE MOBILE APP AND ANY CONTENT OR DATA USED WITH OR GENERATED BY THE MOBILE APP IS SOLELY AT YOUR SOLE RISK AND THE ENTIRE RISK AS TO PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE FULL EXTENT PERMITTED BY LAW, BAE SYSTEMS, ITS AFFILIATES, CONTRACTORS,

EMPLOYEES, AGENTS, LICENSORS, AND ANY OTHER PARTY INVOLVED IN CREATING OR DELIVERING THE MOBILE APP DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION OR COMPATIBILITY, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, BAE SYSTEMS DOES NOT WARRANT OR REPRESENT THAT THE MOBILE APP AND ANY CONTENT OR DATA USED WITH OR GENERATED BY THE MOBILE APP ARE OR WILL BE SECURE, RELIABLE, ACCESSIBLE, UNINTERRUPTED, OR ERROR-FREE, OR FREE FROM SPYWARE, MALWARE, ADWARE, VIRUSES, WORMS OR OTHER MALICIOUS CODE, OR THAT THE SECURITY CHARACTERISTICS OF THE MOBILE APP WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO PERSONAL INFORMATION BY THIRD PARTIES, OR THAT THE MOBILE APP WILL FUNCTION TO MEET YOUR REQUIREMENTS. FURTHER, BAE SYSTEMS MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD PARTY SOFTWARE INCLUDED WITH THE MOBILE APP.

7. Limitation of Liability

7.1 NEITHER BAE SYSTEMS NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES UNDER ANY THEORY, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF PRIVACY, DENIALS OF SERVICE (INCLUDING COMPUTER CRASHES), BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF, OR YOUR INABILITY TO USE, THE MOBILE APP OR ANY CONTENT OR DATA USED WITH OR GENERATED BY THE MOBILE APP, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), EVEN IF BAE SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7.2 NOTWITHSTANDING THE FOREGOING, BAE SYSTEMS' TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO ONE UNITED STATES DOLLAR (\$1). YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE MOBILE APP MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. BAE SYSTEMS AND ITS SUPPLIERS AND LICENSORS SHALL HAVE NO LIABILITY TO YOU FOR ANY REASON.

7.3 THE LIMITATIONS ON LIABILITY IN THIS SECTION ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE

LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

8. Indemnity

YOU AGREE TO INDEMNIFY AND HOLD LICENSOR AND ITS AFFILIATES AND SUPPLIERS HARMLESS FROM ANY CLAIMS, PROCEEDINGS, DAMAGES, COSTS, AND EXPENSES ARISING OR RESULTING FROM (1) YOUR USE OF THE MOBILE APP FOR ANY ILLEGAL PURPOSE, OR ANY USE NOT AUTHORIZED BY THIS AGREEMENT OR IN BREACH OF THIS AGREEMENT; OR (2) INACCURATE OR INCORRECT DATA OR CONTENT, INCLUDING BUT NOT LIMITED TO DATA OR CONTENT USED WITH OR GENERATED BY THE MOBILE APP.

9. Intended for General Use

The Mobile App is developed for general use in a variety of information technology applications. It is not developed or intended for use in inherently dangerous applications, including applications that may create a risk of personal injury. If You Use the Mobile App in dangerous applications, You shall be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure its safe use. BAE Systems, its affiliates, suppliers, and licensors disclaim any and all liability for any damages caused by Use of the Mobile App in dangerous applications.

10. Intellectual Property Ownership, Reservation of Rights

BAE Systems and its licensors own all right, title, and interest in the Mobile App, any other BAE Systems software, any accompanying documentation, and all graphics, logos, service marks, and trade names. Except as expressly stated herein, this Agreement does not grant You any intellectual property rights in the Mobile App and all rights not expressly granted are reserved by BAE Systems and its licensors.

11. Connectivity and Privacy

11.1 During registration or use of the Mobile App, information about You and Your Compatible Device may be collected. By installing the Mobile App, You consent to the collection and processing of information about You and Your Compatible Device.

11.2 Your Content. You may upload Content to, or download Content from Third Party Sites in connection with Your Use of the Mobile App. BAE Systems does not verify, authenticate, endorse, warrant, claim ownership to, or otherwise control any Content in any manner or Your access to Third Party Sites. "Content" means all data, text, images, and any other information or materials uploaded, downloaded, processed, or reviewed by You or on Your behalf in connection with Your Use of the Mobile App.

11.3 Local Storage. The Mobile App may allow the owners or operators of Third Party Sites to store and access certain information and Content on Your Compatible Device utilizing third

party application tools. Such information may include, without limitation, Your geo-location data which may be attached to Content that You capture via Your Compatible Device. The amount and type of information that such applications request to be stored or accessed varies by application and are not controlled, collected by BAE Systems. You hereby consent to such third party's access to your Compatible Device and Content and other data and information stored therein.

12. Government Acquisitions

This provision applies to all acquisitions of the Mobile App by or for the federal government of the United States of America (the "Government"). The Government hereby agrees that the Mobile App qualifies as "commercial" computer software within the meaning of FAR Part 12.212 (October 1995), DFARS Part 227.7202-1 (June 1995), and DFARS 252.227-7014(a) (June 1995). The terms and conditions of this Agreement shall pertain to the Government's use and disclosure of the Mobile App, and shall supersede any conflicting contractual terms or conditions. The Government further authorizes and consents, pursuant to FAR Part 52.227-1 (July 1995), to all use and manufacture, in creation and operation of the Mobile App, of any invention described in and covered by a United States patent.

13. Customer Service

Any questions or complaints regarding the Mobile App shall be directed to BAE Systems at 10920 Technology Place, San Diego, CA 92127, Tel: +1-877-316-9643
<http://mygxp.socetgxp.com>, email: gxp.support@baesystems.com.

14. Notices and Third Party Software

The Mobile App is © 2012-2015 BAE Systems and its licensors. All Rights Reserved. BAE Systems, the BAE Systems logo, and GXP XPLORER® Mobile are either registered trademarks or trademarks of BAE Systems in the United States and/or other countries.

The Mobile App incorporates third parties software governed under licenses from such third parties. Certain third party software is subject to such additional terms and conditions as noted in Appendix A. Further, other third party software licenses incorporated into the Mobile App may require Your agreement to further terms and conditions. When required by the terms and conditions of each third party license, third party notices, terms, and conditions pertaining to third party software are provided in Appendix A and/or the license itself is made available at <http://baesystems.com/gxp>: click Support, click License Services, click License Agreements.

15. General

15.1 You are solely responsible for installation and operation of the Mobile App.

15.2 This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without reference to conflict of law principles of the State of California. All disputes or actions arising out of this Agreement shall be subject to the exclusive jurisdiction of the California state courts (or if there is exclusive federal jurisdiction, the United

States District Courts) in San Diego County and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

15.3 Failure or neglect by BAE Systems to enforce at any time any of its rights or remedies shall not be deemed a waiver of its rights or remedies and shall not prejudice BAE Systems' rights to take subsequent action.

15.4 In the event any of these terms are determined to be invalid or unenforceable to any extent, such term shall be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

15.5 You acknowledge and agree that no license, right or interest is granted to use the names, trade names or trademarks "BAE SYSTEMS," "GXP," "SOCET GXP," "GXP Xplorer," "Geospatial eXploitation Products," "SOCET SET," "SOCET Services," or any other trade name or trademark, or portion of any of them, owned by or licensed for use by BAE Systems or any of its affiliates for any purpose whatsoever other than reproduction of such trademarks on permitted backup or archive copies of the Mobile App.

15.6 This Agreement applies to updates of the Mobile App that BAE Systems may make available to You, unless BAE Systems provides other terms along with the update.

15.7 You agree that BAE Systems reserves the right to change the terms of this Agreement. Unless otherwise required by law, BAE Systems may amend this Agreement without prior notice to You. If BAE Systems notifies You of such an amendment, or posts amended terms and conditions on its website, Your continued use of the Mobile App shall constitute Your agreement to be bound by the amended terms and conditions.

15.8 Except as otherwise provided herein, this Agreement may be amended only by a subsequent writing signed by BAE Systems, and no other act, document, usage, or custom shall be deemed to amend this Agreement.

Appendix A – Notices of Third Party Licensed Software

The Mobile App includes the following software licensed under the terms of the Apache v2.0 license:

- Apache Cordova (formerly Phonegap), version 2.1.0

The Apache License v2.0 is available at the website identified in Section 15 of the Xplorer Mobile App License Agreement.

The Mobile App includes the following software licensed under the terms of the BSD v2.0 license:

- jQuery Easing, version 1.3, Copyright © 2008 George McGinley Smith
- jQuery Pubsub, version a33bf5aa794ca2295b271a43ef5adb4646085733, Copyright © 2004-2010 Peter Higgins
- Leaflet, version b2140e8d3135ff1fcf063d552d124ee1fd1ae4ee, Copyright © 2010-2012, CloudMade, Vladimir Agafonkin

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of the above-identified individuals or organizations nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The Mobile App includes the following software licensed under the terms of the MIT License v2.0:

- Heartcode CanvasLoader, version 54a7cdbbb211afb0d422a21883e852f02ba44de7, Copyright © 2011 Róbert Pataki
- iScroll, version f67643690c29259676ecb36c2cb51aab777e29b7, Copyright © 2011 Matteo Spinelli
- ISO8601 Date.parse, version 58d84177686ead0209b119f713f5007bea41a603, Copyright © 2011 Colin Snover
- jQuery, version 1.7.2, Copyright © 2012 jQuery Foundation
- jQuery Animate Enhanced, version 0.91, Copyright © 2012 Ben Barnett
- jQuery Asynchronous Image Loader (JAIL), version 608f113e0851097b9a1d2db1644796bfd60507db, Copyright © 2011 Sebastiano Armeli-Battana
- jQuery Jcrop, version 0.9.10, Copyright (c) 2008-2012 Tapmodo Interactive LLC
- jQuery Mobile, version 1.1.0, Copyright © 2011 jQuery Project

- jQuery Noty, version 1.2.1, Copyright © 2012 Nedim Arabaci
- jQuery Popover, version 3c59a38dfa778d1a4a9d29c717a790178cf600cc, Copyright © 2010 John Resig
- Lawnchair, version 0.6.3, Copyright © 2009, 2010, 2011 Brian LeRoux
- MustacheJS, version 0.4, Copyright © 2010 Jan Lehnardt
- PhoneGap Plugin Childbrowser Android, version 8fb5ee32a1462afea6ed99ec983b1ed55c67cdd3 Copyright © 2005-2011 Nitobi Software Inc, and Copyright © 2010-2011 IBM Corporation
- Photoswipe, version 0e891dde5d3a8d9e06c021be9e70ceb5416bebb8, Copyright © 2011 by Code Computerlove
- Simple Javascript Inheritance, Copyright © 2011 John Resig

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

 The Mobile App includes the following software licensed under the terms of the Public Domain and is provided "AS IS," without express or implied warranty of any kind:

- Stacktrace, version 71ca72ca2565d0a1bde7daeff19062c002185474, Domain Public by Eric Wendelin (2008) and Luke Smith (2008) and Loic Dachary(2008) and Johan Euphrosine (2008) and Oyvind Sean Kinsey (2010) and Victor Homiyakov (2010)