COMSPOC CORPORATION

Space Situational Awareness (SSA) Software License Agreement

<u>**NOTICE TO USER**</u>: PLEASE READ THIS 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 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.

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.

"Processing License" means a license whereby the Software and its capabilities (visualization, results, reports, etc.) are used in the customer's direct line of business, which would include, but not be limited to, activities such as: processing and analysis of observed data from satellites sensors; assessing launch window opportunities; and evaluating the state of space activity.

"Prototype/Risk Reduction License" means a license whereby the Software and its derivative products (visualization, results, reports, etc.) are used solely in an assessment of the technology for potential use as provided for under a Processing License. In this state, the Software may operate on simulated data or reference data.

"Software" means the capabilities, base capabilities or sub capabilities, either individually or collectively in the aggregate, which comprise COMSPOC's SSA Software Suite and all of the contents of the files, disks(s) or other electronic 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.

"Space Situational Awareness" means assessment of the space environment for conditions that might affect a proposed or actual satellite. Space Situational Awareness does NOT include providing operational instructions to a satellite nor does it include any on-board processing capabilities for a space vehicle

"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. LICENSE GRANT

2.1. COMSPOC licenses the Software to You under either a Processing License or a Prototype/Risk Reduction License, as set forth in a valid purchase order or contract, for the purposes of developing and deploying integrated Space Situational Awareness solutions. The Software may be integrated as part of a Net-centric infrastructure without regard to number of processors or end users, provided the use of the Software is limited to the organization to or program for which the Software is licensed. Subject to payment of the applicable fees and so long as you comply with the terms and conditions of this Agreement, COMSPOC grants to you a non-exclusive, non-transferable license to use the Software as provided for under this Agreement.

2.2. COMSPOC further grants to you the right to use the Software on servers or computers that are 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 and/or to build an external interface for the purpose of serving the functionality or output of a component of the Software to third parties so long as those third parties are service organizations responsible for supporting your activities ONLY; specifically those organizations responsible for training and equipping, acquiring technology and researching future developments.

2.3. You may NOT sell, distribute, transfer, lease, sublicense, or rent a component of the Software to any third party.

2.4. Subject to your compliance with other terms and conditions of this Section 2, you may create the capability to visualize processed data and allow the processed data to be viewed by Your organization, your support contractors, and customers.

2.5. You may NOT allow the processed data to be viewed outside of the organization or program for which the Software is licensed without the prior written consent of COMSPOC.

2.6. 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.

2.7. YOU MAY NOT 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, UNBUNDLE 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.

3. DISCLAIMER OF WARRANTIES

THE SOFTWARE 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. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED. 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.

4. LIMITATION OF LIABILITY

4.1. IN NO EVENT WILL COMSPOC OR ITS SUPPLIERS, DISTRIBUTORS, OR DEALERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT OR OTHER DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE 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. 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. 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.

5. INDEMNIFICATION

5.1. Unless You are a US Government entity, You agree to indemnify, defend and hold harmless, COMSPOC, its officers, directors, employees, suppliers, consultants and representatives from any and all claims, liability, damage and/or cost (including, but not limited to reasonable attorney's fees) arising out of the operation and use of the Software and capabilities developed there from. This obligation shall survive the termination of this Agreement.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. 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. UNITED STATES EXPORT CONTROL

The Software provided under this Agreement is 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 that you will strictly comply with all export laws and regulations of the United States applicable to the Software.

7. 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 COMSPOC. The license granted under this Agreement will terminate if you violate any of the terms and conditions of the Agreement, including without limitation, to pay the license fees and any other sums due 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. LAW TO GOVERN

8.1. Customers in the United States and its Territories: This Agreement shall be governed by 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 Chester County, Pennsylvania. 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 all 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 Software, and/or to the features or information therein except as may be explicitly stated in writing. All rights not expressly granted by COMSPOC are reserved. The Software and Documentation are protected by copyright and other intellectual property rights, laws, and treaties.

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.

11.2. Notwithstanding Section 8, either party may obtain injunctive or other equitable relief from any court of competent jurisdiction to protect its Confidential Information or otherwise protect or preserve its intellectual property rights.

12. U.S. GOVERNMENT END USER RIGHTS

12.1. The Software 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.

12.2. The use, duplication of or disclosure of COMSPOC Software 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, DFAR 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 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 in the acknowledgment documentation per product at www.comspoc.com/sla. Any further requests or inquires concerning Third Party Content can be made at 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 WITH RESPECT TO BREACHES OF THIS AGREEMENT, IN ADDITION TO SUCH OTHER REMEDIES AS COMSPOC MAY OTHERWISE HAVE AVAILABLE TO IT UNDER APPLICABLE LAWS. IN THE EVENT THAT COMSPOC IS REQUIRED TO BRING AN ACTION, SUIT, OR 0THER PROCEEDING FOR FEES, OTHER MONIES DUE UNDER THIS AGREEMENT, OR THE ENFORCEMENT OF ANY PROVISION OF OR UNDER THIS AGREEMENT;

YOU AGREE TO REIMBURSE COMSPOC FOR ANY AND ALL COSTS AND EXPENSES, INCLUDING ATTORNEY AND PROFESSIONAL OR EXPERT FEES, INCURRED BY COMSPOC.

Exhibit 1 – Annual Support and Upgrades Agreement

This Exhibit ("Exhibit") 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 Exhibit will take precedence over any conflicting terms of the Software License Agreement.

1. BENEFITS

The following benefits are available to You under this Exhibit:

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

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.