

ANALYTICAL GRAPHICS, INC.

STK COMPONENTS DEVELOPER RESOURCES LICENSE AGREEMENT

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"Component Developer Resources" means the Documentation, installation utilities and Component reference applications, as provided and owned by AGI.

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"Software Application(s)" means a custom application created by You that incorporates the functionality derived from Component Developer Resources.

"STK Components" means AGI software technology that includes AGI functionality and subprograms or dynamic linked libraries, including but not limited to the STK Web Visualization Library, Dynamic Geometry Library, Navigation Accuracy Library, Terrain Analysis Library, Spatial Analysis Library, Communications Library, Insight3D Visualization Library, Tracking Library, Route Design Library, TIREM Library, Segmented Propagator and Orbit Propagation Library.

"Use or Using" means to access/open, install, download, copy, or otherwise benefit from the Component Developer Resources or the Documentation.

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4.2 AGI'S SHALL HAVE NO OTHER OBLIGATIONS UNDER THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY OR CONTRIBUTION.

5. INDEMNIFICATION

You agree to indemnify, defend and hold harmless AGI and its suppliers from any and all claims or lawsuits, including attorney's fees, arising out of or in connection to Your use and operation of the Component Developer Resources.

6. EXPORT CONTROL REGULATIONS

You hereby acknowledge and agree that the Component Developer Resources 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 Component Developer Resources, as may be required. You acknowledge and agree to comply with U.S. anti-boycott laws and regulations, including but not limited to those regarding foreign boycott of Israel, as administered by the U.S. Internal Revenue Service (IRS) and the U.S. Department of Commerce, Office of Anti-boycott Compliance (OAC). In the event that transfer of bank funds to AGI results from this Agreement, all transactions shall be exclusively and directly between your bank and AGI's bank, and shall not be used for transactions in violation of U.S. law, including but not limited to laws administered by the U.S. Department of Treasury, Office of Foreign Asset Control (OFAC). This export control provision shall survive the expiration or termination of this Agreement.

7. TERMINATION

The license granted under this Agreement is effective until terminated. You may terminate this license at any time by destroying the Component Developer Resources in your possession, and providing written notice of such termination and destruction to AGI. The license granted under this Agreement will terminate if you violate any of the terms and conditions of this Agreement. ,

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 Commonwealth of Pennsylvania without reference to the PA 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 AGI, and any attempt to so sell, sublicense, assign, rent, lease, loan or transfer without AGI's prior written consent is void.

10. NOTICES

Any notices regarding this Agreement shall be sent to:

Analytical Graphics, Inc.
Attn: Contracts Department
220 Valley Creek Blvd.
Exton, PA 19341
Email: contracts@agi.com

11. INTELLECTUAL PROPERTY AND OWNERSHIP

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The Component Developer Resources utilizes Third Party Content which is subject to the terms and conditions of such respective third parties, as stated in the accompanying text files.

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 AGI.

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