ITSware DSRC Toolkit LICENSE AGREEMENT

This Software is licensed not sold. You may use this Software only as described in this license.

If you do not agree to the terms of this license, do not install the Software or use any registration number(s) that was provided with the Software. You may contact SubCarrier System Corp. (SCSC) for a refund if you have not used the registration number.

SubCarrier System Corp. (SCSC). hereby grants the Licensee a non-exclusive and non-transferable license to use the ITSware DSRC Toolkit (Toolkit) software. The following conditions apply to the use of this software:

- 1. SOFTWARE. The capitalized term "Software" refers to the computer program known as the ITSware DSRC Toolkit (also known as DSRC Toolkit revision 36), any updates or supplemental code provided to you by SCSC, any components, any related media and printed materials, and any related "online" or electronic documentation.
- 2. PARTIES. This License is between SubCarrier System Corp. (SCSC), a Delaware corporation doing business as "SubCarrier System Corp. (SCSC)" with its principal place of business at 1833 East Foothill Blvd, Glendora, California, 91741, USA ("SCSC"); and "You", the single individual user the Software who provided to SCSC a name and other contact information as part of the purchase of this license.
- 3. OWNERSHIP. SubCarrier System Corp. (SCSC) ("SCSC") is the owner of the Software and all copyrights in the Software. The Software is protected by title 17 of the United States Code (the Copyright Act), and you must honor all rights established by the Copyright Act with respect to the Software. The Software embodies substantial creative efforts and confidential information, ideas, and structure, which have not been revealed to the public.
- 4. USE OF SOFTWARE. The Software is licensed on a per-user basis. The user to whom the license is issued may use the Software on any number of computers which they either a) own, b) lease, or c) have been assigned for their use by their employer. The user may not modify, decompile, disassemble, reverse engineer, nor create derivative works from the Software unless those work embody the software in a composite form that does not directly reveal the original source code materials provide by SCSC. The user is expected to merge the software into other programs to create their own derivative works which they can in turn distribute to others as along as those work add value and do not solely seek to expose the software functionality itself in the absence of other development effort. SCSC shall have no claim to such derivative works and all such work shall follow the terms of this agreement.
- 5. NO ASSIGNMENT. The user may not transfer, lease, assign, nor sublicense this license or the Software without the prior written consent of SCSC.
- 6. REVISIONS. From time to time SCSC may issue revisions of the Software. You will have the right to receive, free of charge, such revisions if you are a registered user of the Software with active support at the time such revisions are issued. If you receive a revision, you acknowledge that the revision will be governed by the terms of this License Agreement.
- 7. WARRANTY. SCSC warrants to you that the Software, if properly installed and operated on a computer for which it is designed, will perform substantially in accordance with the specifications set forth in the various standards which this software has implemented or used.
 - A. Warranty Obligations. During the warranty period, SCSC will repair or replace, at its sole option, without charge to you, any portion of the Software which does not meet the requirements of this warranty. To obtain service, you must notify SCSC by sending an e-mail message to First.User@ITSware.net. Any correspondence requesting warranty service must originate from the E-mail address that was provided at

- the time the license was purchased. At its option, SCSC may refund the purchase price for the Software instead of repairing or replacing the Software.
- B. Warranty Period. The warranty period shall commence on the date the Software is purchased and continue for 365 days thereafter. All requests for warranty service must be received by SCSC during the warranty period.
- C. Your Responsibilities. All warranties of the Software are contingent on proper use of the Software by you and do not cover damage due to accident, unusual physical, electrical, or electromechanical stress, neglect, misuse, failure of electric power, environmental condition, transportation, operation with operating systems, media, other software or hardware not approved by SCSC, or tampering with or altering of the Software. In addition, you assume responsibility for the selection of the Software to achieve your intended results and for the installation, use, and results obtained from the Software.
- D. Limits of Liability. The remedies described in this Section are exclusive of any other remedies which you might otherwise claim.

Some states do not allow the exclusion or limitation of liability contained herein, so the above limitations or exclusions may not apply to you.

- 8. DISCLAIMER OF WARRANTY. OTHER THAN PROVIDED FOR IN SECTION 7, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SCSC HEREBY DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF SOFTWARE REMAINS WITH YOU.
- 9. LIMITATION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SCSC (INCLUDING ANY OFFICER, DIRECTOR, OR AGENT) BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR LOSS ARISING FROM THE PERFORMANCE OF ANY PRODUCT CREATED WITH ASSISTANCE OF THE SOFTWARE, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS LICENSE, OR THE USE, INSTALLATION OF, OR INABILITY TO USE THE SOFTWARE, EVEN IF SCSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ANY JURISDICTION DOES NOT ALLOW OR LIMITS THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THIS SECTION MAY NOT FULLY APPLY TO YOU.
- 10. LIMITATIONS. The license is subject to the following limitations:
 - A. Software is for your personal use only. The license may not be assigned or otherwise transferred.
 - B. You may make back-up copies, provided each copy contains all of files within Software, including this License and all proprietary notices.
 - C. Neither Software nor underlying information or technology in it may be downloaded, exported or reexported to (i) any country to which the U.S. embargoes goods; or (ii) to a national or resident of any such countries; or (iii) to anyone on the U.S. Treasury Department's then current list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders.

- D. Software is not designed or intended for use in connection with online active control of vehicles or aircraft, air traffic, vehicles or aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility; or any product that could cause physical personal injury. This paragraph does not limit the general disclaimer herein of warranties of fitness for any particular purpose. Use of Software in such applications requires the prior written consent of SCSC.
- 11. CONDITIONS. This License is subject the following conditions:
 - A. You must provide to SCSC complete, current and accurate name, address, email address and such other information about you and your business that SCSC requests in connection with Software. SCSC will not use your information to send information about SCSC other products, to request feedback regarding such products, or for similar purposes.
 - B. You will not use Software except as authorized by this License (and to the extent any particular restriction is expressly prohibited by law), and in particular you will not (i) copy Software (except to make the backup copy and installation described above, or as aspects may be incidentally copied during use); (ii) distribute copies of it except as provided for in section four (USE); (iii) modify, translate, reverse engineer, decompile, disassemble or create derivative works based upon it; (iv) rent, lease, transfer, or otherwise transfer rights to it; or (v) remove, change or add to any proprietary notices or labels on it.
- 12. TITLE. Title to Software and to all intellectual property in it (except for any component which may be incorporated by SCSC under a license) is owned by SCSC, which reserves all right and interest not specifically licensed by SCSC. Software is protected by the copyright laws of the United States and international treaties.
- 13. TERMINATION. The license granted hereunder lasts as long as the duration of the last-to-expire copyright owned by SCSC (and its successor and assigns) in any component of Software. It earlier terminates automatically without notice if you fail to comply with any limitation or condition herein. Upon termination, you must erase or otherwise destroy all copies of Software. SCSC may otherwise terminate this License upon 30 days' notice. Termination hereunder is not in lieu of and does not waive any other remedies SCSC may have hereunder or at law. Sections 3, 4, 5, 8, 9, 12 and 13 survive termination.
- 14. U.S. GOVERNMENT RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government of Software is subject to the restricted rights applicable to commercial computer software (under DFARS 52.227-7013 or other applicable section). All rights not specifically granted in this statement are reserved by SCSC.
- 15 USE OF THIRD PARTY SOFTWARE. The Software of this license shall be governed by the additional notices of various third party tool kits and source code that are, or may be, incorporated in the version of the software which is the subject of this license. The individual rights asserted by each part below are to be respected as a condition of the use of this license. This includes, where noted, a mention of their work in your own code copyright notice.
 - A. Certain portions of this Software dealing with ASN.1 encoding and decoding are:
 - Copyright (c) 2003, 2004, 2005, 2006, 2007 Lev Walkin <vlm@lionet.info> All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:
 - 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
 - 2. 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.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR 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 AUTHOR 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.

- B. Certain portions of this Software dealing with graphical displays ("Chart Director Version 5.0.3") are licensed by SCSC from Advanced Software Engineering Limited and are copyright (C) 2010 with All Rights Reserved.
- C. Certain portions of this Software are based in part on the work of the Independent JPEG Group
- D. Certain portions of this Software are based in part of the work of the FreeType Team
- E. Certain portions of this Software are based in part of the work of the GPS-TOOLBOX provided by US National Geodetic Survey (NGS) which is in turn a part of NOAA. The following disclaimer applies to that software:

ALL OF THE SOURCE CODE ON THIS GPS TOOLBOX WEB SITE 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. THIS SOURCE CODE SHOULD NOT BE RELIED UPON AS THE SOLE BASIS FOR SOLVING A PROBLEM WHOSE INCORRECT SOLUTION COULD RESULT IN INJURY TO PERSON OR PROPERTY. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THIS SOURCE CODE IS ASSUMED BY THE USER. IN NO EVENT SHALL THE UNITED STATES GOVERNMENT, OR ANY OF THE CONTRIBUTORS TO THIS WEB SITE BE LIABLE FOR ANY CLAIM, DAMAGES, OR OTHER LIABILITY ARISING FROM THE USE OF THIS SOURCE CODE.

Regardless of the third party notices above, rights to all other Software is retained by SubCarrier System Corp. (SCSC) as outlined in Sections 3 and 12.

If the Software you have licensed does not use one or more of the above, you do not need to mention of their work in your own products code copyright notices.

16. MISCELLANEOUS.

- A. If you or any of your employees or agents violates or attempts to violate any provision of this Agreement or any copyright laws with respect to the Software, the license of the Software to you shall automatically terminate. Furthermore, SCSC shall be entitled to all legal and equitable remedies including an injunction of any actions prohibited hereby, specific performance of your obligations hereunder, remedies set forth in 17 U.S.C. 501, et seq., and recovery of the costs of enforcing this Agreement including attorney's fees, expert witness fees and costs.
- B. This License shall be governed by the laws of the State of California, USA, without regard to conflicts of law provisions. You consent to the exclusive jurisdiction of the state and federal courts sitting within Los Angeles County in such state and agree that the prevailing party shall be entitled to its attorney fees and costs. This License will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

- C. This License constitutes the complete and exclusive agreement between you and SCSC with respect to its subject matter; supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein; and may not be modified except in writing signed by you and by SCSC. Since SCSC would be irreparably damaged if Sections 3, 4 or 5 were not specifically enforced, SCSC will be entitled without bond, other security or proof of damages to appropriate equitable remedies with respect to breaches of such sections, in addition to such other remedies as SCSC may have.
- D. If any provisions of this License are held to violate a law, or to be void or unenforceable in any jurisdiction, then such provisions are herewith waived or amended to the extent necessary for this License otherwise to be enforceable there. However, if in SCSC's opinion such waiver or amendment of any provisions unreasonably compromises the rights or increases the liabilities of SCSC, SCSC may in its discretion terminate this License in its entirety.

Revised Jan 26th 2012