

**HEMISPHERE GNSS
END USER LICENSE AGREEMENT**

IMPORTANT - This is an agreement (the "**Agreement**") between you, the end purchaser ("**Licensee**") and Hemisphere GNSS, Inc. ("**Hemisphere**"), which permits Licensee to use the Hemisphere software (the "**Software**") that accompanies this Agreement. This Software may be licensed on a standalone basis or may be embedded in a Product. Please read and ensure that you understand this Agreement before installing or using the Software Update or using a Product.

In this agreement any product that has Software embedded in it at the time of sale to the Licensee shall be referred to as a "**Product**". As well, in this Agreement, the use of a Product shall be deemed to be use of the Software, which is embedded in the Product.

BY INSTALLING OR USING THE SOFTWARE UPDATE OR THE PRODUCT, LICENSEE THEREBY AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, (I) DO NOT INSTALL OR USE THE SOFTWARE, AND (II) IF YOU ARE INSTALLING AN UPDATE TO THE SOFTWARE, DO NOT INSTALL THE UPDATE AND PROMPTLY DESTROY IT.

HEMISPHERE PROVIDES LIMITED WARRANTIES IN RELATION TO THE SOFTWARE. AS WELL, THOSE WHO USE THE EMBEDDED SOFTWARE DO SO AT THEIR OWN RISK. YOU SHOULD UNDERSTAND THE IMPORTANCE OF THESE AND OTHER LIMITATIONS SET OUT IN THIS AGREEMENT BEFORE INSTALLING OR USING THE SOFTWARE OR THE PRODUCT.

- 1) **LICENSE.** Hemisphere hereby grants to Licensee a non-transferable and non-exclusive license to use the Software as embedded in a Product and all Updates (collectively the "**Software**"), solely in binary executable form.
- 2) **RESTRICTIONS ON USE.** Licensee agrees that Licensee and its employees will not directly or indirectly, in any manner whatsoever:
 - a) install or use more copies of the Software than the number of copies that have been licensed;
 - b) use or install the Software in connection with any product other than the Product the Software was intended to be used or installed on as set out in the documentation that accompanies the Software.
 - c) copy any of the Software or any written materials for any purpose except as part of Licensee's normal backup processes;
 - d) modify or create derivative works based on the Software;
 - e) sub-license, rent, lease, loan or distribute the Software;
 - f) permit any third party to use the Software;
 - g) use or operate Product for the benefit of any third party in any type of service outsourcing, application service, provider service or service bureau capacity;
 - h) reverse engineer, decompile or disassemble the Software or otherwise reduce it to a human perceivable form;
 - i) Assign this Agreement or sell or otherwise transfer the Software to any other party except as part of the sale or transfer of the whole Product.
- 3) **UPDATES.** At Hemisphere's discretion Hemisphere may make Updates available to Licensee. An update ("**Update**") means any update to the Software that is made available to Licensee including error corrections, enhancements and other modifications. Licensee may access, download and install Updates during the Warranty Period only. All Updates that Licensee downloads, installs or uses shall be deemed to be Software and subject to this Agreement. Hemisphere reserves the right to modify the Product without any obligation to notify, supply or install any improvements or alterations to existing Software.
- 4) **SUPPORT.** Hemisphere may make available directly or through its authorized dealers telephone and email support for the Software. Contact Hemisphere to find the authorized dealer near you. As well, Hemisphere may make available user and technical documentation regarding the Software. Hemisphere reserves the right to reduce and limit access to such support at any time.
- 5) **BACKUPS AND RECOVERY.** Licensee shall back-up all data used, created or stored by the Software on a regular basis as necessary to enable proper recovery of the data and related systems and processes in the event of a malfunction in the Software or any loss or corruption of data caused by the Software. Licensee shall assume all risks of loss or damage for any failure to comply with the foregoing.
- 6) **OWNERSHIP.** Hemisphere and its suppliers own all rights, title and interest in and to the Software and related materials, including all intellectual property rights. The Software is licensed to Licensee, not sold.
- 7) **TRADEMARKS.** "Hemisphere GNSS", "Crescent", "Eclipse" and the associated logos are trademarks of Hemisphere. Other trademarks are the property of their respective owners. Licensee may not use any of these trademarks without the consent of their respective owners.
- 8) **LIMITED WARRANTY.** Hemisphere warrants solely to the Licensee, subject to the exclusions and procedures set forth herein below, that for a period of one (1) year from the original date of purchase of the Product in which it is embedded (the "Warranty Period"), the Software, under normal use and maintenance, will conform in all material respects to the documentation provided with the Software and any media will be free of defects in materials and workmanship. For any Update, Hemisphere warrants, for 90 days from performance or delivery, or for the balance of the original Warranty Period, whichever is greater, that the Update, under normal use and maintenance, will conform in all material respects to the documentation provided with the Update and any media will be free of defects in materials and workmanship. Notwithstanding the foregoing, Hemisphere does not warrant that the Software will meet Licensee's requirements or that its operation will be error free.
- 9) **WARRANTY EXCLUSIONS.** The warranty set forth in Section (8) will not apply to any deficiencies caused by (a) the Product not being used as described in the documentation supplied to Licensee, (b) the Software having been altered, modified or converted in any way by anyone other than Hemisphere approved by Hemisphere, (c) any malfunction of Licensee's equipment or other software, or (d) damage occurring in transit or due to any accident, abuse, misuse, improper installation, lightning (or other electrical discharge) or neglect other than that caused by Hemisphere. Hemisphere GNSS does not warrant or guarantee the precision or accuracy of positions obtained when using the Software (whether standalone or embedded in a Product). The Product and the Software is not intended and should not be used as the primary means of navigation or for use in safety of life applications. The potential positioning and navigation accuracy obtainable with the Software as stated in the Product or Software documentation serves to provide only an estimate of achievable accuracy based on specifications provided by the US Department of Defense for GPS positioning and DGPS service provider performance specifications, where applicable.
- 10) **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, HEMISPHERE MAKES NO REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND TO LICENSEE, WHETHER VERBAL OR WRITTEN AND HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY, RELIABILITY OR THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE AND HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS ARISING AS A RESULT OF CUSTOM, USAGE OR TRADE AND THOSE ARISING UNDER STATUTE.
- 11) **LIMITS ON WARRANTY DISCLAIMER.** Some jurisdictions do not allow the exclusion of implied warranties or conditions, so some of the above exclusions may not apply to Licensee. In that case, any implied warranties or conditions, which would then otherwise arise, will be limited in duration to ninety (90) days from the date of the license of the Software or the purchase of the Product. The warranties given herein give Licensee specific legal rights and Licensee may have other rights, which may vary from jurisdiction to jurisdiction.
- 12) **CHANGE TO WARRANTY.** No employee or agent of Hemisphere is authorized to change the warranty provided or the limitation or disclaimer of warranty provisions. All such changes will only be effective if pursuant to a separate agreement signed by senior officers of the respective parties.
- 13) **WARRANTY CLAIM.** In the event Licensee has a warranty claim Licensee must first check for and install all Updates that are made available. The warranty will not otherwise be honored. Proof of purchase may be required. Hemisphere does not honor claims asserted after the end of the Warranty Period.
- 14) **LICENSEE REMEDIES.** In all cases which involve a failure of the Software to conform in any material respect to the documentation during the Warranty Period or a breach of a warranty, Hemisphere's sole obligation and liability, and Licensee's sole and exclusive remedy, is for Hemisphere, at Hemisphere's option, to (a) repair the Software, (b) replace the Software with software conforming to the documentation, or (c) if Hemisphere is unable, on a reasonable commercial basis, to repair the Software or to replace the Software with conforming software within ninety (90) days, to terminate this Agreement and thereafter Licensee shall cease using the Software. Hemisphere will also issue a refund for the price paid by Licensee less an amount on account of amortization, calculated on a straight-line basis over a deemed useful life of three (3) years.

- 15) **LIMITATION OF LIABILITY.** IN NO EVENT WILL HEMISPHERE BE LIABLE TO LICENSEE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES INCLUDING ARISING IN RELATION TO ANY LOSS OF DATA, INCOME, REVENUE, GOODWILL OR ANTICIPATED SAVINGS EVEN IF HEMISPHERE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. FURTHER, IN NO EVENT WILL HEMISPHERE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO HEMISPHERE TO PURCHASE THE PRODUCT. THIS LIMITATION AND EXCLUSION APPLIES IRRESPECTIVE OF THE CAUSE OF ACTION, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF WARRANTY, MISREPRESENTATION OR ANY OTHER LEGAL THEORY AND WILL SURVIVE A FUNDAMENTAL BREACH.
- 16) **LIMITS ON LIMITATION OF LIABILITY.** Some jurisdictions do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Licensee and Licensee may also have other legal rights, which may vary from jurisdiction to jurisdiction.
- 17) **BASIS OF BARGAIN.** Licensee agrees and acknowledges that Hemisphere has set its prices and the parties have entered into this Agreement in reliance on the limited warranties, warranty disclaimers and limitations of liability set forth herein, that the same reflect an agreed-to allocation of risk between the parties (including the risk that a remedy may fail of its essential purpose and cause consequential loss), and that the same forms an essential basis of the bargain between the parties. Licensee agrees and acknowledges that Hemisphere would not have been able to sell the Product at the amount charged on an economic basis without such limitations.
- 18) **PROPRIETARY RIGHTS INDEMNITY.** Hemisphere shall indemnify, defend and hold harmless Licensee from and against any and all actions, claims, demands, proceedings, liabilities, direct damages, judgments, settlements, fines, penalties, costs and expenses, including royalties and attorneys' fees and related costs, in connection with or arising out of any actual infringement of any third party patent, copyright or other intellectual property right by the Software or by its use, in accordance with this Agreement and documentation, PROVIDED THAT: (a) Hemisphere has the right to assume full control over any action, claim, demand or proceeding, (b) Licensee shall promptly notify Hemisphere of any such action, claim, demand, or proceeding, and (c) Licensee shall give Hemisphere such reasonable assistance and tangible material as is reasonably available to Licensee for the defense of the action, claim, demand or proceeding. Licensee shall not settle or compromise any of same for which Hemisphere has agreed to assume responsibility without Hemisphere's prior written consent. Licensee may, at its sole cost and expense, retain separate counsel from the counsel utilized or retained by Hemisphere.
- 19) **INFRINGEMENT.** If use of the Software may be enjoined due to a claim of infringement by a third party then, at its sole discretion and expense, Hemisphere may do one of the following: (a) negotiate a license or other agreement so that the Product is no longer subject to such a potential claim, (b) modify the Product so that it becomes non-infringing, provided such modification can be accomplished without materially affecting the performance and functionality of the Product, (c) replace the Software, or the Product, with non-infringing software, or product, of equal or better performance and quality, or (d) if none of the foregoing can be done on a commercially reasonable basis, terminate this license and Licensee shall stop using the Product and Hemisphere shall refund the price paid by Licensee less an amount on account of amortization, calculated on a straight-line basis over a deemed useful life of three (3) years. The foregoing sets out the entire liability of Hemisphere and the sole obligations of Hemisphere to Licensee in respect of any claim that the Software or its use infringes any third party rights.
- 20) **INDEMNIFICATION.** Except in relation to an infringement action, Licensee shall indemnify and hold Hemisphere harmless from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable fees of lawyers and other professionals) arising out of or in connection with Licensee's use of the Product, whether direct or indirect, including without limiting the foregoing, loss of data, loss of profit or business interruption.
- 21) **TERMINATION.** Licensee may terminate this Agreement at any time without cause. Hemisphere may terminate this Agreement on 30 days notice to Licensee if Licensee fails to materially comply with each provision of this Agreement unless such default is cured within the 30 days. Any such termination by a party shall be in addition to and without prejudice to such rights and remedies as may be available, including injunction and other equitable remedies. Upon receipt by Licensee of written notice of termination from Hemisphere or termination by Licensee, Licensee shall at the end of any notice period (a) cease using the Software; and (b) return to Hemisphere (or destroy and provide a certificate of a Senior Officer attesting to such destruction) the Software and all related material and any magnetic or optical media provided to Licensee. The provisions of Sections 6), 7), 8), 9), 10), 15), 20), 25) and 26) herein shall survive the expiry or termination of this Agreement for any reason.
- 22) **EXPORT RESTRICTIONS.** Licensee agrees that Licensee will comply with all export control legislation of Canada, the United States, Australia and any other applicable country's laws and regulations, whether under the Arms Export Control Act, the International Traffic in Arms Regulations, the Export Administration Regulations, the regulations of the United States Departments of Commerce, State, and Treasury, or otherwise as well as the export control legislation of all other countries.
- 23) **PRODUCT COMPONENTS.** The Product may contain third party components. Those third party components may be subject to additional terms and conditions. Licensee is required to agree to those terms and conditions in order to use the Product.
- 24) **FORCE MAJEURE EVENT.** Neither party will have the right to claim damages as a result of the other's inability to perform or any delay in performance due to unforeseeable circumstances beyond its reasonable control, such as labor disputes, strikes, lockouts, war, riot, insurrection, epidemic, Internet virus attack, Internet failure, supplier failure, act of God, or governmental action not the fault of the non-performing party.
- 25) **FORUM FOR DISPUTES.** The parties agree that the courts located in **Calgary, Alberta, Canada** and the courts of appeal there from will have exclusive jurisdiction to resolve any disputes between Licensee and Hemisphere concerning this Agreement or Licensee's use or inability to use the Software and the parties hereby irrevocably agree to attorn to the jurisdiction of those courts. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for injunctive relief.
- 26) **APPLICABLE LAW.** This Agreement shall be governed by the laws of the **Province of Alberta, Canada**, exclusive of any of its choice of law and conflicts of law jurisprudence.
- 27) **CISG.** The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any transaction hereunder.
- 28) **GENERAL.** This is the entire agreement between Licensee and Hemisphere relating to the Product and Licensee's use of the same, and supersedes all prior, collateral or contemporaneous oral or written representations, warranties or agreements regarding the same. No amendment to or modification of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties. Any and all terms and conditions set out in any correspondence between the parties or set out in a purchase order which are different from or in addition to the terms and conditions set forth herein, shall have no application and no written notice of same shall be required. In the event that one or more of the provisions of this Agreement is found to be illegal or unenforceable, this Agreement shall not be rendered inoperative but the remaining provisions shall continue in full force and effect.