

S2Focus™ Software Maintenance and Support Agreement

1. Maintenance and Support. The purpose of this Agreement is for General Dynamics C4 Systems General Dynamics C4 Systems General Dynamics C4 Systems to provide maintenance and support services for the Licensed S2Focus Software. Such maintenance services will begin on the effective date of this Agreement.

General Dynamics C4 Systems will furnish the following maintenance and support services ("Services") for the Licensed S2Focus Software:

General Dynamics C4 Systems will correct and repair any failure, malfunction, defect or nonconformity in any Licensed S2Focus Software provided hereunder, following notification of any failure, malfunction, defect or nonconformity, which prevents the Licensed S2Focus Software from performing in accordance with printed warranties, documentation, specifications and other materials. Bug fixes and minor releases will be made available as patches on the General Dynamics C4 Systems web portal. An additional upgrade fee is required for major releases of the S2Focus Software.

General Dynamics C4 Systems shall provide maintenance for those Software failures, malfunctions, defects, or nonconformities, which impair Licensee from normal processing for problems which impact the correctness of information produced by the Licensed S2Focus Software. Licensee shall notify General Dynamics C4 Systems verbally and in writing when such an occurrence arises. Maintenance may be requested by email (s2focus@gdc4s.com) by the authorized license Representative for maintenance. This service shall include configuration, installation, Software Trouble Reports, and application Programmer Interface support. Each license and maintenance agreement includes two phone support questions per license Representative (call Toll Free in the United States and Canada at 1-866-244-2377 between the hours of 9:00 a.m. to 5:00 p.m. EST Monday through Friday, excluding U.S. federal holidays). Additional Phone support can be purchased if necessary. These services do not include consulting services on advanced customizations, which can be procured by Licensee on a fee basis.

All other requests for service, such as normal Licensed S2Focus Software discrepancies, will be resolved within the General Dynamics C4 Systems' normal maintenance release process. Licensee shall notify General Dynamics C4 Systems in writing of requested services to the Licensed S2Focus Software. General Dynamics C4 Systems will acknowledge requests in writing within two business days of receipt of such notice.

All Services provided to Licensee hereunder shall be deemed to be a part of the Licensed Software as that expression is used in the License Agreement, and all terms and conditions of the License Agreement not inconsistent with the express provisions of this Agreement shall be applicable to such Services, including without limitation those relating to use, copying, return of materials, assignments, ownership, copyright, trade secret and patent protection and applicable law.

Service under this agreement does not include design enhancements. This agreement does not cover support for customization or special configuration of the S2Focus software. Once the defect has been fixed in accordance with General Dynamics C4 Systems' Software Process, the software update will be included in the next scheduled release of the Licensed S2Focus Software.

Non-functioning hardware dongles may be replaced at the discretion of General Dynamics C4 Systems. A replacement for a hardware dongle will be issued if the Licensee has an active Software Maintenance and Support Agreement and the Licensee pays a replacement hardware dongle fee. The non-functioning hardware dongle must be returned to General Dynamics C4 Systems and herein becomes property of General Dynamics C4 Systems. General Dynamics C4 Systems will not be responsible lost or stolen hardware dongles. If a dongle is lost or stolen, an entire new license must be purchased.

2. Points of Contact for Each Designated License. The Parties will transmit all communications, Proprietary Information, notices, and authorizations under this Agreement through the following individual that has been designated as Representative (one per license/seat) in the purchase order conformation notice provided by General Dynamics C4 Systems. Either Party may redesignate its respective designated representative by written or electronic notice to the other Party.

S2Focus™ Software Maintenance and Support Agreement (continued)

3. Terms and Termination. The term of this Agreement shall be for a period of twelve (12) months. General Dynamics C4 Systems may terminate this Agreement (i) immediately upon breach of this Agreement by Licensee, which breach remains uncured fifteen (15) days after written notice thereof from General Dynamics C4 Systems, or (ii) upon no less than ninety (90) days prior written notice to Licensee. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate upon termination of the License Agreement. If Licensee elects not to procure continuous maintenance and support coverage, but rather allows the maintenance and support to lapse, then Licensee shall not be entitled to any updates performed during the lapsed period. Should the Licensee wish to re-activate a lapsed maintenance and support agreement, a fee of at least 1 year of maintenance and support will be imposed on the Licensee in addition to the maintenance costs requested for the current year.

4. Limited Warranty. General Dynamics C4 Systems warrants that under normal use, the Software shall perform the functions specified in its documentation. If the Software does not conform to its documentation such that its functional performance is significantly affected and General Dynamics C4 Systems is notified in writing within ninety (90) days from the date of purchase along with a copy of the receipt of purchase, General Dynamics C4 Systems shall have the option of refunding the purchase price or replacing the Software as Licensee's exclusive remedy. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

5. Liability. IN NO EVENT SHALL GENERAL DYNAMICS C4 SYSTEMS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, (INCLUDING LOSS OF ECONOMIC ADVANTAGE, BUSINESS, PROFITS, DATA OR INACCURACY OF DATA), IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR FROM USE OF SOFTWARE, WHETHER OR NOT GENERAL DYNAMICS C4 SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY (WHETHER IN CONTRACT OR IN TORT, INCLUDING STRICT TORT LIABILITY, OR BASED ON A WARRANTY) UNDER WHICH THE LIABILITY MAY BE ASSERTED.

6. Force Majeure. General Dynamics C4 Systems shall not be liable to Licensee for any failure or delay caused by events beyond General Dynamics C4 Systems' reasonable control, including, without limitation, Licensee's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials or equipment; or technical failures.

7. Applicable Law. The laws of the State of Arizona, excluding its conflicts of law principles, shall govern this Agreement. Licensee consents to the exclusive jurisdiction of the State of Arizona for all matters related to this Agreement.

8. Severability. If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

9. Assignment. Licensee shall have the right to assign this Agreement to a successor by merger or a purchaser of all or substantially all of its assets relating to the business of which the use or sale of the Licensed Software are a part if the successor agrees in writing to be bound by this license. General Dynamics C4 Systems shall have the right to assign this Agreement, in whole or in part, and/or to subcontract its performance obligations hereunder, at any time and from time to time in its sole discretion.

10. Government Rights In Commercial Software. If acquired under FAR policy (52.227-19), the U.S. Government shall obtain Restricted Rights in this Licensed S2Focus Software. If acquired under DFARS policy (227.7202), the U.S. Government is granted only the commercial rights given above in this License.

11. Export Compliance. Licensee agrees that it will not in any form export, re-export, ship, or divert or cause to be diverted, directly or indirectly, the Software to any country for which the United States Government, any agency thereof, or any other sovereign Government, at the time of export or re-export, requires an export license or other governmental approval without first obtaining such license or approval.

S2Focus™ Software Maintenance and Support Agreement (continued)

12. Entire Agreement. This Agreement, together with the License Agreement and any and all exhibits, schedules and appendices attached hereto and thereto, constitute the entire agreement between the parties and supersede all prior oral or written representations, agreements, promises, or other communications, which pertain to the covered subject matter. This Agreement may not be amended or modified except by a written agreement signed by authorized representatives of each party.