



## StarFire End User License – Terms and Conditions

### 1. Single User License

The StarFire License applies to StarFire signals used by a single StarFire receiver. The License is created, subject to the terms and conditions set out in this document, by execution of a separate legal agreement called a StarFire Signal License Instrument (“License Instrument”). A separate License Instrument must be executed for each StarFire License issued and any specific terms or restrictions contained in the License Instrument become part of the License in addition to the terms and conditions of this document. The License may not be transferred to any other StarFire receiver without permission from NavCom, and it may not be used on more than one StarFire receiver at any one time. You agree that the StarFire signal will be used only in a StarFire receiver that is provided by NavCom or by a NavCom authorized StarFire distributor.

### 2. Licensed Areas

StarFire Licenses may be issued with certain geographic and/or application restrictions which permit the use of the signals only in these Licensed Areas as further defined in Attachment A. You agree that You will not use the StarFire signals in geographic or application areas for which the License does not authorize their use. See Attachment A and the applicable License Instrument.

### 3. Period of Validity

StarFire Licenses are issued with temporal restrictions which specify the time period for which the License is valid. You agree that the StarFire signal will not be used for any purpose outside the time periods for which the License is valid. See Attachment A and the applicable License Instrument.

### 4. Effective Date

The License becomes effective on the later of the dates on which the License is signed by User and NavCom.

### 5. License Fee

You agree to pay the License Fee defined on the License Instrument for the use of the StarFire signal. Failure to make payment as specified in this page will cause User to be in breach of the License and subject to termination as defined in Section 12.

NavCom reserves the right to change the License Fee for the StarFire signal at any time. Changes in the License Fee will not affect Your current License for the remaining Term of the License. When such a change is enacted, You will not get the benefits of a cost reduction or be required to pay a cost increase.

### 6. Disclaimer of Liability

THE USER OF THE STARFIRE SIGNALS ACCEPTS ALL LIABILITY FOR THE USE OF THE STARFIRE SIGNAL. IN NO EVENT WILL NAVCOM, ITS PRINCIPALS, SHAREHOLDERS, OFFICERS, EMPLOYEES, CONTRACTORS, AFFILIATES, SUBSIDIARIES, OR PARENT ORGANIZATIONS BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM THE USE OF THE STARFIRE SIGNAL. ANY USE OF THE STARFIRE SIGNAL IS ENTIRELY AT THE USER’S RISK, AND YOU AGREE TO HOLD NAVCOM HARMLESS FROM ANY CLAIMS OR LOSSES RELATING TO ANY USE OF THE STARFIRE SIGNAL. THIS LIMITATION OF LIABILITY IS AN ESSENTIAL CONDITION OF THE LICENSE.

### 7. Disclaimer of Warranty

NAVCOM DISCLAIMS ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED), ANY FITNESS FOR A PARTICULAR PURPOSE, AND ANY MERCHANTABILITY CONDITIONS. NAVCOM MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE STARFIRE SIGNAL FOR ANY PURPOSE. THE STARFIRE SIGNAL IS DISTRIBUTED “AS-IS” AND THE USER ACCEPTS FULL RESPONSIBILITY FOR ITS USE. THIS DISCLAIMER OF WARRANTY IS AN ESSENTIAL CONDITION OF THE LICENSE.



#### 8. Quality of Service

While NavCom will make reasonable efforts to ensure that the StarFire signal is continually broadcast and meets its Quality of Service Specification as defined in Attachment B, no warranty is made or guarantee given that this will always be true. NavCom accepts no responsibility for the availability or quality of the signal under any conditions. In the event that User feels that the StarFire signal has, for any period of User's License, not performed within the Quality of Service Specification, User may claim a refund from NavCom for such period of non-performance. All such claims must be filed no later than thirty (30) days after the last date of any contiguous period of time for which User seeks such a refund from NavCom. All such claims must be accompanied by full details of the alleged non-performance. NavCom will investigate any claims filed by User and will at its sole discretion refund a pro rata portion of the License Fee paid by User for any period of time within a claim that NavCom's own records confirm that the StarFire signal failed to operate within the Quality of Service Specification. No claims will be accepted by NavCom if they are filed more than thirty (30) days after the last day of any contiguous period of time to which a claim relates and the results of NavCom's investigation of any claim by User shall be conclusive. See Attachment B.

#### 9. Legal Use of the StarFire Signals

As a condition of the License, You agree that You will not use the StarFire signal for any purpose that is prohibited by the License Instrument, the terms of this document or is unlawful under United States Federal, State, or Local laws and regulations. You agree that You will comply with all applicable United States trade control and export laws and regulations.

#### 10. Redistribution

The StarFire signal may not be redistributed, rebroadcast, or resold in any manner whatsoever. All rights to the use of the StarFire signal, other than those expressly granted in the License, are reserved to NavCom. Notwithstanding the foregoing, during the period in which the License is valid, the signal may be recorded, provided that the recorded information is only used for archival or analysis purposes by the User. Recorded data may not be redistributed, rebroadcast, or resold in any manner whatsoever.

#### 11. Misuse

You agree that You will take all commercially reasonable steps to prevent abusive, fraudulent, or unlawful use of the StarFire signal.

#### 12. Term and Termination

The term of the License is that defined by the Period of Validity as stated on the applicable License Instrument, unless terminated as described in this Section 12.

NavCom may cancel the License at any time and for any reason by providing thirty (30) days notice to User as defined in Section 13. Upon such termination, User will be entitled to a pro-rata refund of the unused portion of the License.

NavCom may terminate the License if NavCom reasonably determines that User has violated any provision of the License. Upon termination, User shall immediately cease using the StarFire signals, and no pro-rata refund of the unused portion of the License shall be due to User.

The User may terminate the License if NavCom changes the terms of the License as defined in Modifications below. Upon such termination, User will be entitled to a pro-rata refund of the unused portion of the License.

Either party may terminate the License in the event the other party seeks protection or become subject to debtor protection legislation, including, but not limited to, filing for bankruptcy. In the event that User seeks to terminate the License because User is seeking protection or becomes subject to debtor in possession legislation, including, but not limited to, filing for bankruptcy, then NavCom shall not be required to refund any portion of the License fee paid by User.



In the event that NavCom elects to terminate any License in accordance with the provisions of this Section 12, User agrees to cooperate with NavCom in such cancellation by processing the relevant cancellation instructions issued by NavCom and by returning to NavCom the appropriate cancellation code for the receiver in question. Until NavCom receives such code it shall have no obligation to refund any unused portion of the License to User.

13. Notices

All notices to NavCom shall be sent by fax or mail to the address below and shall be effective upon receipt:

NavCom Technology, Inc.  
20780 Madrona Avenue  
Torrance, CA 90503  
Attn: General Manager - Fax: 310-381-2001

All notices required to be given to User shall, in NavCom's sole discretion, either be sent via mail to User's address that is provided by User in the License Instrument or via e-mail to User's e-mail address that is provided by User in the License Instrument. Either method of notification used by NavCom shall be effective upon dispatch.

14. Assignment

The License may not be assigned, sublicensed, or transferred to any other person, company, or entity without the express written consent of NavCom.

15. Arbitration

You agree that, to the fullest extent provided by law, any and all disputes arising out of or relating to the License shall be resolved by arbitration.

At the request of either party, any controversy or claim arising out of or relating to the License shall be settled by final and binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association. Any arbitration proceedings required under this provision will be held in Los Angeles, California, USA and each party shall cover their own expenses associated with the arbitration. Notwithstanding the foregoing NavCom may seek injunctive relief in court to require User to cease using the StarFire signal.

16. Severability

If any part of the License shall be held invalid or unenforceable, such determination shall not affect the validity or enforceability of any remaining portion, which shall remain in force and effect as if the License had been executed with the invalid or unenforceable portion thereof eliminated.

17. Modification of the License

NavCom may change the terms of the License at any time and such modifications shall be effective immediately upon sending the modified License to the User via the process defined in Section 13. If You do not terminate the License within 10 business days of receiving NavCom's notice of a change, the modifications will be binding upon You as if You had physically signed the modified License. Your continued use of the StarFire signals shall be Your conclusive acceptance of the modified License.

18. Governing Law

The License is governed by the laws of the State of California, and the exclusive venue and jurisdiction for all matters relating to the License shall be in the courts of California.

19. Complete Agreement

The License constitutes the complete agreement between NavCom and the User with respect to the StarFire signal, and supersedes any prior agreement or understandings on this subject. By signing the License Instrument you agree to be bound by all of its terms and conditions, including those set out in Attachments A and B attached to this document.



## Attachment A

### Service Specifications

#### Levels of Service

- StarFire currently offers only one Level of Service. This Level of Service is provided for a license fee and provides the accuracy described in the StarFire Quality of Service Specification in Attachment B.

#### Licensed Areas

StarFire currently offers two Licensed Areas:

- Land** This Licensed Area generally includes all continental land masses: North America, South America, Europe, Asia, Australia, Antarctica, and Africa. The airspace above these areas is included. The precise definition of the coverage area is those areas not included within any of the polygons defined in the current polygon definitions file maintained by NavCom.
- All** This Licensed Area includes all surfaces of the Earth, and the airspace above them.

#### Applications

Each StarFire License may be used by the User in any application area with the exception of those that are excluded from the License. Excluded applications are hereinafter called “Restricted Applications”. Users may not use StarFire in Restricted Applications. Restricted Applications are defined further below.

#### Restricted Applications:

1) Any applications in the field of Agriculture, unless specifically agreed to by NavCom in writing as an exception to this restriction.

2) The following offshore based application areas for use by commercial entities (government and non-commercial organizations are not included within the definition of Restricted areas) are not authorized within the terms of the License:

Surveying, Mapping, Geophysics, Mining, Cable Laying, Offshore Construction, installation, inspection and maintenance operations including but not limited to:

Jacket and template positioning	Work Boat Operations
Dredging Operations & Surveying	Geophysical & Geotechnical Survey
Hydrographic Surveying	Oceanographic Surveying
Offshore Construction Surveying	Pipeline Construction
Pipeline Maintenance	Pipeline Route Surveying
ROV Support Positioning	Commercial Diving Support Positioning
Underwater Cable Route Installation	Underwater Cable Route Maintenance
Dynamic Positioning	

Users may not use the StarFire signal for the purposes of such Restricted Applications.

#### Period of Validity

The Period of Validity is defined by a fixed period of time after the Effective Date. The License is valid for this period of time.



## Attachment B

### Quality of Service Specification

The following defines the StarFire Quality of Service:

- The StarFire signal will be available for reception with adequate power and correctly modulated information which will enable a properly operating StarFire receiver to achieve the accuracy described below with a probability of 99.99%, measured over any 30 day period, within the area of reception, as defined below.
- The area of reception of the StarFire signal is that within which the StarFire signals broadcast by an Inmarsat satellite can be received with a power of 18 dBwi or higher and for which the elevation angle from the User antenna to the satellite is at least 20 degrees.
- Accuracy: the stationary accuracy for a properly operating StarFire receiver at a location not subject to electromagnetic interference, signal blockage, or multipath is 25 cm, one sigma horizontal, assuming a GPS PDOP of 4 or less, measured over 48 hours.
- NavCom will take reasonable steps to ensure that proper signals are delivered to the Inmarsat Land Earth Station which uplinks the signals to the Inmarsat satellites, but cannot ensure that this will result in Inmarsat delivering the signals in the footprint areas of each satellite with appropriate power or structure. Consequently, NavCom is not responsible for any failures related to improper Inmarsat power or structure.
- As StarFire signals are not continuously required to maintain accuracy within the limits of this Specification, it is not required that signals be delivered to the receiver within a fixed time interval. The interval between corrections may be varied to suit system requirements, so long as the specified accuracy is maintained.