

# Thinking Systems, Inc.

## Astrodynamics Workbench Order Form and License Agreement

Astrodynamics Workbench is distributed electronically, in compiled binary form. It will run on Linux and Windows workstations.

Cash or Check Price: \$1500.  
Electronic shipping is Free.

Arizona Residents Please add Sales Tax or provide a Reseller Number or Sales Tax Exempt Certificate.

Please provide either a purchase order or the following information:

Name  
Organization  
Title  
Address  
Email  
Phone

To order please do the following:

1. Email this completed form together with one signed fully completed copy of the attached license agreement, unamended.
2. For payment by check, mail a check drawn on a US bank for the total order amount (including sales tax if applicable) in US dollars to:

Thinking Systems, Inc.  
ATTN: Astrodynamics Workbench Processing  
437 W Thurber Road, Suite 6  
Tucson, AZ 85705

Please contact Thinking Systems for other payment methods or terms.

NOTE: Prepayment is required. If you must generate a purchase order (with prepayment) please include the statement **ONLY THE TERMS OF THE THINKING SYSTEMS SOFTWARE LICENSE AGREEMENT WILL APPLY TO THIS ORDER. THINKING SYSTEMS, INC. ASTRODYNAMICS WORKBENCH ORDER FORM AND LICENSE AGREEMENT**

## LICENSE AGREEMENT

This agreement is entered into by and between Thinking Systems, Inc and the LICENSEE subject to the following terms and conditions:

### 1. BACKGROUND

- (a) A computer software system designated Astrodynamics Workbench was developed at Thinking Systems, Inc. in Tucson, Arizona.
- (b) Thinking Systems has certain copyright rights by in the Software Components described herein, sufficient to enable it to grant the licenses granted herein.
- (c) LICENSEE wishes to acquire and Thinking Systems is willing to grant nonexclusive rights to use Astrodynamics Workbench.
- (d) Thinking Systems has distributed Astrodynamics Workbench to certain organizations with no provision for support, on a nonexclusive, nontransferable basis.

### 2. LICENSE

- (a) Thinking Systems grants and the LICENSEE accepts a fully paid, nonexclusive, non-transferable, and perpetual license to use the Astrodynamics Workbench computer software system (hereinafter referred to as the "PROGRAM") and associated documentation as Thinking Systems has available subject to the terms hereof.
- (b) The PROGRAM furnished hereunder shall consist of binary files and/or C++ source code.
- (c) The PROGRAM furnished hereunder has been used as a research tool and a design aid. It is not operations-quality software. Thinking Systems is providing the PROGRAM at LICENSEE's request solely as "research data" on an "as is, with all defects" basis, without maintenance, debugging, support or improvements.
- (d) The associated PROGRAM documentation furnished hereunder shall consist of a basic User's Guide and instructions on configuration and use of the system.
- (e) Copyright and trademark rights in the PROGRAM and associated documentation furnished hereunder are retained by Thinking Systems, Inc. The LICENSEE shall take all reasonable precautions to preserve Thinking Systems's copyright and trademark therein. Nothing herein shall be construed as permitting LICENSEE (a) to use the mark "Astrodynamics Workbench" in connection with any product or service offered by LICENSEE, or (b) to exercise any right, except as specified in this Agreement, under copyright.
- (f) Thinking Systems, from time to time, modifies the Astrodynamics Workbench system based on user needs and requests. LICENSEE is entitled to software updates for one year from the date of execution of this agreement.

### 3. TERM

(a) This Agreement shall become effective on the date that it is accepted by Thinking Systems and shall remain in effect until the LICENSEE discontinues use of the licensed PROGRAM provided hereunder.

(b) Upon termination of this Agreement, LICENSEE shall either (i) destroy all copies of the PROGRAM; or (ii) return all copies to Thinking Systems.

### 4. LICENSE FEE

(a) Upon execution of this Agreement, LICENSEE agrees to pay to Thinking Systems a one-time transfer fee of One Thousand Five Hundred Dollars (\$1500). Payment shall be made in United States Currency in the form of a check (or bank wire transfer) for the exact aforementioned amount made payable to "Thinking Systems, Inc." Payment shall be sent with one fully completed copy of this Agreement to:

Thinking Systems, Inc.  
437 W Thurber Road, Suite 6  
Tucson, AZ 85705, USA  
Phone: (520) 425-3626

### 5. SCOPE OF LICENSE

(a) The license granted hereunder and the licensed PROGRAM may not be assigned, sublicensed or otherwise transferred by the LICENSEE, other than to wholly owned subsidiaries of the LICENSEE.

### 6. COMPUTER SYSTEMS

(a) The parties hereto agree that the licensed PROGRAM may be used in the United States of America.

### 7. TECHNICAL COMMUNICATIONS

(a) For the purposes of technical communication between Thinking Systems and the LICENSEE, the LICENSEE designates the following person to communicate with Thinking Systems regarding the PROGRAM:

Name:  
Title:  
Address:  
Phone:

(b) If the LICENSEE replaces, within 5 years, the aforementioned designated person with another person, the LICENSEE is requested to give written notice to Thinking Systems of the name of such person.

### 8. DELIVERY OF SOFTWARE

(a) Upon acceptance of this Agreement by Thinking Systems and receipt of the royalty fee set forth in Paragraph 4 hereof, Thinking Systems agrees to deliver electronically the PROGRAM, the associated

documentation as set forth in Paragraph 2 hereof, and one fully executed copy of this Agreement to the LICENSEE's designated person in Paragraph 7 hereof.

(b) The LICENSEE agrees to accept the PROGRAM as delivered and it is understood that Thinking Systems will provide no maintenance, installation services, debugging, improvements, or support of any kind.

(c) Fee based support may however be made available on request.

## 9. LIMITATION OF LIABILITY

(a) THINKING SYSTEMS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, THINKING SYSTEMS MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE USE OF THE LICENSED SOFTWARE COMPONENTS OR DOCUMENTATION WILL NOT INFRINGE ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. THINKING SYSTEMS SHALL NOT BE HELD LIABLE FOR ANY LIABILITY NOR FOR ANY DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY CLAIM BY LICENSEE OR ANY THIRD PARTY ON ACCOUNT OF OR ARISING FROM THIS AGREEMENT OR USE OF THE PROGRAM. ACTUAL DAMAGES ARE LIMITED TO THE SUM OF THE FULLY PAID LICENSE FEE AND ANY APPLICABLE INSURANCE COVERAGE.

## 10. PROGRAM IMPROVEMENTS

(a) Changes made by the LICENSEE to the PROGRAM, which would not constitute a copyright infringement to the PROGRAM, are the sole property of the LICENSEE. However, upon request, LICENSEE may provide Thinking Systems with a royalty-free, non-exclusive license to such changes upon mutually agreeable terms and conditions.

## 11. TITLE

(a) Thinking Systems reserves the right to grant any rights to the PROGRAM to other persons or entities upon such terms and conditions as Thinking Systems shall accept.

(b) The LICENSEE agrees not to alter, change, or remove from the PROGRAM any identifications, including copyright and trademark notices, which indicate ownership thereof by Thinking Systems or others.

## 12. USE RESTRICTIONS

(a) The LICENSEE agrees that the PROGRAM is provided solely for the use of the LICENSEE.

(b) The LICENSEE agrees not to knowingly duplicate, provide, or otherwise make available the PROGRAM or any other material provided in support of the PROGRAM, including but not limited to documentation and the PROGRAM code, in any form, to any person, party, or entity without the prior written consent of Thinking Systems. Such prohibitions shall not apply to disclosure or duplication by the LICENSEE to its employees and consultants to the extent that such disclosure is reasonably necessary to the LICENSEE's use of the PROGRAM.

(c) The LICENSEE agrees not to use any portion of the PROGRAM in any machine-readable form outside the scope of this license agreement.

(d) The LICENSEE agrees that it will take appropriate action with its employees and consultants, by agreement or otherwise, to satisfy its obligations under this Agreement with respect to use, copying, transference, protection, and security of the PROGRAM, and any other materials provided by Thinking Systems to the LICENSEE as a result of this Agreement.

### 13. GOVERNING LAW

(a) The Astrodynamics Workbench software, ideas, and accompanying documentation are protected by the United States Copyright law and by the International Treaty provisions. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Arizona.

### 14. INTERPRETATION

(a) Alterations of or additions to this Agreement shall be made only in writing and duly executed by representatives of both parties. No waiver shall be binding unless signed by the party to be charged.

(b) This Agreement cancels and supersedes all previous statements, verbal or written, concerning the dealings between the parties regarding the rights granted hereunder and represents the complete agreement between the parties with respect to those rights.

### 15. EXPORT

LICENSEE warrants that LICENSEE will not export or reexport, directly or indirectly: (i) the Program or any portion thereof, or (ii) any direct product (including equipment, processes or services) produced by use of the Program, or (iii) any product of a complete plant or of the Program, to any country except when such export or reexport is authorized in full compliance with the laws and regulations of the United State of America.

Only the terms of this license agreement will apply; no other terms, whether they be on a purchase order or elsewhere, will apply to the purchase and use of Astrodynamics Workbench.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the dates given below:

Thinking Systems, Inc.

Licensee

Signature:

Printed:

Title:

Date: