

**GENERAL SERVICE ADMINISTRATION FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST
SUPPLEMENT No. 1**

**FEDERAL SUPPLY SCHEDULE 66 –SCIENTIFIC EQUIPMENT AND SERVICES
SCHEDULE 66 II, SECTION J, FSC PRODUCT CODE 6625**



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**Contract Number
GS-24F-0030M**

**Contract Period
April 23, 2002 through April 22, 2017**

Business Size - Small



Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage![®], a menu-driven database system. The internet address of GSA Advantage![®] is: www.gsaadvantage.gov.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov.

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INFORMATION FOR ORDERING ACTIVITIES*SPECIAL NOTICE TO AGENCIES: Small Business Participation*

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage![®] online shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage![®] and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

SECTION 1 – CUSTOMER INFORMATION

1a. SPECIAL ITEM NUMBERS

SIN#	Description	Awarded Prices	Item Descriptions
602 40	Avionics Test Equipment	Section 2 – Page 6	Section 4 – Page 8
627 1007	New Commercial Services/Products	Section 2 – Page 6	Section 4 – Page 8
627 2003	Extended Warranty	Section 2 – Page 6	Section 4 – Page 8
627 2005	Technical Training and Support	Section 2 – Page 6	Section 4 – Page 8
627 2006	Technical/Application Development Support	Section 3 – Page 7	Section 5 – Page 16

1b. SPECIAL ITEM NUMBERS – LOWEST PRICE MODEL

SIN#	Lowest Priced Model Number	Lowest Unit Price for Model
602 40	TCG-DM	\$2,431.22
627 2003	TCG-PSB GTS	\$14,538.72
627 2005	TRAINING	\$10,697.38
627 2006	TCG-ADM	\$61.58

1c. HOURLY RATE INFORMATION

See Section 3 – Page 7.

2. MAXIMUM ORDER

The maximum order limit is \$400,000.00. However, agencies may place, and Contractor may honor, orders exceeding this limit in accordance with Federal Acquisition Regulation (FAR) 8-404.

3. MINIMUM ORDER

The minimum order value is \$100.00.

4. GEOGRAPHIC COVERAGE

CONUS, Alaska, Hawaii, and Puerto Rico.

5. POINT OF PRODUCTION

Tewksbury, Massachusetts. Middlesex County.

6. DISCOUNT FROM LIST PRICES OR STATEMENT OF NET PRICE

Prices shown are Net Prices. Basic Discounts have been deducted.

7. QUANTITY DISCOUNTS

None.

8. PROMPT PAYMENT TERMS

None

Payment Terms: Net 30

Payment for product support subscription due in full at commencement of support.

9. GOVERNMENT PURCHASE CARDS

Government Purchase Cards are accepted at or below the micro-purchase threshold.
Government Purchase Cards are not accepted above the micro-purchase threshold.

10. FOREIGN ITEMS

No foreign end items.

11a. TIME OF DELIVERY

90 Days ARO.

11b. EXPEDITED DELIVERY

Contact Contractor.

11c. OVERNIGHT AND 2-DAY DELIVERY

Contact Contractor.

11d. URGENT REQUIREMENTS

I-FSS-140-B – When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing). If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. FOB POINT

Destination - CONUS, Alaska, Hawaii, and Puerto Rico.
(*Concession* – commercial terms are Origin)

13a. ORDERING ADDRESS

Same as Contractor.

13a. ORDERING PROCEDURES

Ordering activities shall use the ordering procedures of FAR 8.405-3 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

14. PAYMENT ADDRESS

Same as Contractor.

15. WARRANTY

Contractor's Standard Warranty applies in accordance with FAR 552.246-73.

16. EXPORT PACKING

Not applicable.

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE**
In accordance with FAR 552.232.79.
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR**
All sales are subject to TCG's Standard Terms and Conditions. See Section 6.
19. **TERMS AND CONDITIONS OF INSTALLATION**
All sales are subject to TCG's Standard Terms and Conditions. See Section 6.
20. **TERMS AND CONDITIONS OF REPAIR PARTS**
All sales are subject to TCG's Standard Terms and Conditions. See Section 6.
- 20A. **TERMS AND CONDITIONS FOR OTHER SERVICES**
All sales are subject to TCG's Standard Terms and Conditions. See Section 6.
21. **SERVICE AND DISTRIBUTION POINTS**
Same as Contractor.
22. **PARTICIPATING DEALERS**
None
23. **PREVENTATIVE MAINTENANCE**
None
- 24A. **SPECIAL ATTRIBUTES**
Not Applicable.
- 24B. **SECTION 508 COMPLIANCE INFORMATION**
If applicable, compliance information is available on Electronic and Information Technology (EIT) supplies and services. The EIT standards are available at www.Section508.gov.
25. **DUNS NUMBER**
008279437
26. **CCR REGISTRATION NOTIFICATION**
TCG is registered in the Central Contractor Registration (CCR) Database at <https://www.sam.gov/portal/public/SAM/> under CAGE 1SU81.

SECTION 2 – AWARDED PRICES

SIN#	MODEL NO.	ITEM NOMENCLATURE	AWARDED GSA NET PRICE
602-40	TCG-CW	Client Workstation	\$ 30,049.92
602-40	TCG-DIS	DIS Interface	\$ 15,024.96
602-40	TCG-DM	Dual Monitor	\$ 2,431.22
602-40	TCG-DO	Display Only	\$ 15,024.96
602-40	TCG-ETR	External Time Reference	\$ 15,024.96
602-40	TCG-IMG	J16.0 Imagery	\$ 17,529.12
602-40	TCG-JREAP A	JREAP Appendix A	\$ 24,312.23
602-40	TCG-JREAP C	JREAP Appendix C	\$ 15,024.96
602-40	TCG-JREAP S	JREAP Suite	\$ 29,174.68
602-40	TCG-SADL	SADL	\$ 15,024.96
602-40	TCG-SD	BOSS Script Developers Toolkit	\$ 60,099.84
602-40	TCG-SD X	BOSS Script Developers Toolkit – 10 Pack	\$150,249.61
602-40	TCG-SJ/SJ	Serial J / Socket J	\$ 10,016.64
602-40	TCG-SMPL	SIMPLE Interface	\$ 12,520.80
602-40	TCG-TERMEM	Terminal Emulation	\$ 20,033.28
602-40	TCG-TR NO ANT	Terminal Rack No Antenna	\$ 58,106.24
602-40	TCG-TR W/ANT	Terminal Rack With Antenna	\$ 66,615.52
602-40	TCG-1000	DERGViewer	\$ 18,963.54
602-40	TCG-1000 X	DERGViewer – 10 Pack	\$ 94,817.71
602-40	TCG-2000 CAT	CAT MOD	\$ 10,016.64
602-40	TCG-2000 GTS	GTS	\$196,296.98
602-40	TCG-2000 GTS LE	GTS Bundle	\$215,746.77
602-40	TCG-2000 ML	BOSS Multi Link	\$185,307.85
602-40	TCG-2000 SL	BOSS Single Link	\$155,257.93
602-40	TCG-2000 SIT	Cockpit Situation (SIT) Display	\$ 4,862.45
602-40	TCG-4000	Merlot	\$751,248.04
602-40	TCG-6000 ML	Multi Link M-CAR	\$ 37,061.57
602-40	TCG-6000 SL	Single Link M-CAR	\$ 28,046.59
627-2003	TCG-PSS	Product Support Silver	\$ 24,798.48
627-2003	TCG-PSG SLB	Product Support Gold – Single Link BOSS	\$ 29,660.93
627-2003	TCG-PSG MLB	Product Support Gold – Multi Link BOSS	\$ 31,605.90
627-2003	TCG-PSG GTS	Product Support Gold – GTS	\$ 39,444.17
627-2003	TCG-PSB GTS	Product Support Bronze – GTS	\$ 14,538.72
627-2003	Additional Unit	Product Support – Additional Unit	\$ 9,238.65
627-2005	TRAINING	Training	\$ 10,697.38

SECTION 3 – HOURLY RATES

SIN#	MODEL NO.	ITEM NOMENCLATURE	AWARDED GSA NET PRICE \$/HOUR
627-2006	TCG-AENG	Associate Engineer	\$130.00
627-2006	TCG-ENG	Engineer	\$184.73
627-2006	TCG-SENG	Senior Engineer	\$205.26
627-2006	TCG-PENG	Principal Engineer	\$241.09
627-2006	TCG-SME	Subject Matter Expert	\$295.52
627-2006	TCG-CMS	Configuration Management Specialist	\$109.47
627-2006	TCG-PRCENG	Process Engineer	\$150.52
627-2006	TCG-SPRCENG	Senior Process Engineer	\$184.73
627-2006	TCG-PQA	Principal Quality Assurance Engineer	\$205.26
627-2006	TCG-ADM	Administrative Specialist	\$ 61.58

SECTION 4 – ITEM DESCRIPTIONS

(MODEL, NOMENCLATURE)

TCG-CW, CLIENT WORKSTATION

The client workstation software configuration contains the Simulation Engine (SIM), the DERGViewer (DV), the Tactical Display (TD), and an additional instance of the Terminal Control Interface (TCI) to enable remote control of the terminal from the client workstation. Multiple remote workstations can be added to the configuration.

Available Options include: (Options Priced Separately)

TCG-2000 SIT, Cockpit Situation Display

TCG-DM, Dual Monitor

TCG-DIS, DIS INTERFACE

The TCG-DIS option allows the BOSS to support a Distributed Interactive Simulation (DIS) interface to exchange Link-16 data between one or more Link-16 networks and a DIS network to support Live, Virtual, and Constructive (LVC) simulation and training needs. With this capability, the BOSS can support platform sensor correlation testing by translating DIS entities to Link-16 surveillance messages while the platform is simultaneously processing sensor input synchronized with the DIS entities. Optimal configurations allow for connectivity between flight simulators, Air Combat Maneuver Instrumentation (ACMI) training ranges, and live Link-16 participants. The BOSS supports either the IEEE Standard 1278.1-1995 protocol or SISO-STD-002 protocol to allow for maximum compatibility with other DIS applications. The BOSS supports Entity State, Transmitter, and Signal Protocol Data Units (PDU) and allows for connections to be made as Broadcast, Multicast, or Unicast.

TCG-DM, DUAL MONITOR

The TCG-DM Dual Monitor feature can be added to either the PC or Laptop version of the BOSS or GTS. The TCG-DM feature allows the user to take full advantage of the very flexible GUI. The Windows are moveable and many can be sized to fit the preference of the user. The GUI allows the user to locate all of the pop-up Windows anywhere on either monitor. The location is maintained in memory until changed. For example, the Tactical Display can be placed on one monitor and all the Windows can be placed on the second monitor. The price includes two (2) flat panel monitors and a docking station (for the laptop model).

TCG-DO, DISPLAY ONLY

Capability to display the map background and airspace overlay on a remote computer from an existing GTS or BOSS. The display-only client workstations include a receive-only Tactical Situation Display (TSD) capability and a DERGViewer (DV) for viewing data link messages.

TCG-ETR, EXTERNAL TIME REFERENCE

The ETR option provides an integrated GPS receiver and antenna for the BOSS. The GPS time is sent to the terminal to support the ETR requirement. The GPS simplifies the Link-16 network entry process and allows the BOSS to be configured as an External Time Reference (ETR) for Link-16 operations.

TCG-IMG, J16.0 IMAGERY

TCG's Link-16 Imagery capability for the Battlefield Operations Support System (BOSS) provides the ability to transmit and receive imagery data over Link-16 using the J16.0 message. This implementation is in accordance with the MIL-STD-6016D and MIL-STD-6016B/C ICP TM00-071. In addition, this option also provides the capability to create, modify, and view National Imagery Transmission Format (NITF) files containing JPEG images. Also available for the GTS.

TCG-JREAP-A, JREAP A

The JREAP-A option provides an interface for Joint Range Extension Application Protocol (JREAP), Appendix A to a multimode, satellite radio. This capability currently supports communication via synchronous serial interface with the AN/ARC-210, AN/PRC-117, and PSC-5 DAMA radios. This BOSS can operate on a JREAP-A network in Network Controller, Alternate Network Controller, Network Listener, or Network Participant roles. This option provides the user interface software to configure the JREAP-A characteristics, such as role, Transmission Sequence List (TSL), and serial interface parameters, and to monitor the communications interface. This capability does not include hardware or software to control the above radios and assumes this capability will be accomplished via other equipment such as the front panel of the PRC-117 or RCU for the ARC-210. This feature includes a USB to synchronous serial (25-pin) adapter for making the physical connection to the radio.

TCG-JREAP-C, JREAP C

The JREAP-C feature allows for the routing or forwarding of Link 16 data over IP-based networks. JREAP-C implements Appendix C of MIL-STD-3011 revision A, using both Transmission Control Protocol (TCP) and Universal Datagram Protocol (UDP) Internet Protocols (IP) as the means of communication. It can operate as either a client or server, supporting up to thirty two connections (five standard), when using TCP/IP. When using UDP, both unicast and multicast connections are supported.

TCG-JREAP-S, JREAP SUITE

JREAP-S is a bundle option that includes both the JREAP-A and JREAP-C interfaces.

TCG-SADL, SADL

The TCG-SADL interface provides the capability to control the SADL EPLRS radio, version 11.xy. The SADL 11.xy radio provides a self-contained "Gateway" for translation of J Series and SADL messages. When employed with the BOSS or GTS and customer-provided SADL and MIDS terminal, the system provides a seamless link between Link-16 and SADL equipped platforms.

TCG-SD, BOSS SCRIPT DEVELOPERS TOOLKIT

The TCG-SD BOSS Script Developers Toolkit (BSDT) enables a user to build and verify tactical scenario scripts on a single self-contained workstation. A back-to-back simulator and scripting capability is provided as well as the ability to execute scripts with transmit and receive data link message processing rules enforced. The BSDT is provided as a software install for a PC running under Windows XP/7. Software only.

TCG-SD X, BOSS SCRIPT DEVELOPERS TOOLKIT – 10 PACK

The TCG-SD BOSS Script Developers Toolkit (BSDT) enables a user to build and verify tactical scenario scripts on a single self-contained workstation. A back-to-back simulator and scripting capability is provided as well as the ability to execute scripts with transmit and receive data link message processing rules enforced. The BSDT is provided as a software install for a PC running under Windows XP/7. Software only. Quantity 10.

TCG-SJ/SJ, SERIAL J / SOCKET J

Socket J provides an interface to an external socket J-capable system over an Ethernet connection using the Transmission Control Protocol / Internet Protocol (TCP/IP).

Serial J provides an interface to an external, serial J-capable system over an RS-232 serial connection.

Standard on BOSS, GTS, and GTS LE

TCG-SMPL, SIMPLE INTERFACE

SIMPLE (Standard Interface for Multiple Platform Link Evaluation) is a NATO Standardization Agreement (STANAG) specifying a standard for interfacing test rigs for the purpose of Tactical Data Link (TDL) interoperability testing. The TCG implementation provides the capability to process Link-11 and Link-16 messages either using a virtual network connection or operating as a Terminal/DTS emulator. It supports SIMPLE packet types 1, 2, 61, 62, 63, and 65 over IP.

TCG-TERMEM, TERMINAL EMULATION

Terminal Emulation enables a system under test (Host) to exchange data link messages with the BOSS via MIL-STD-1553B without the need for a Link-16 terminal. Terminal interface protocols are supported.

TCG-TR NO ANT, TERMINAL RACK NO ANTENNA

The TCG-TR Terminal Rack is a transportable, containerized rack for mounting and operating a MIDS LVT-1 and its variants, MIDS LVT-3, or the F-15 Class II terminal. The TCG-TR provides the necessary power, cabling and cooling for the terminal. Casters can be included at no extra cost – customer option. When combined with the TCG-2000 BOSS and a MIDS/JTIDS terminal, the system forms a complete Link-16 ground station. The price does not include the ground based Link-16 Antenna, Antenna Cabling, or mounting.

TCG-TR W/ANT, TERMINAL RACK WITH ANTENNA

The TCG-TR Terminal Rack is a transportable, containerized rack for mounting and operating a MIDS LVT-1 and its variants, MIDS LVT-3, or the F-15 Class II terminal. The TCG-TR provides the necessary power, cabling and cooling for the terminal. Casters can be included at no extra cost – customer option. When combined with the TCG-2000 BOSS and a MIDS/JTIDS terminal, the system forms a complete Link-16 ground station. The price includes a ground based Link-16 Antenna and 150 feet of Antenna Cable. Mounting not included.

TCG-1000, DERGVIEWER

The DERGViewer allows the user to record, view, and print DERG formatted files in hexadecimal, octal or human readable format. The DERGViewer is capable of displaying Link-11 and Link-16 data. Additionally, the DERGViewer provides Filter, Edit and Search functionality. It is also capable of displaying and recording messages in real-time. Real-time capability requires other TCG data link software products (i.e. BOSS, GTS). Software only.

TCG-1000 X, DERGVIEWER – 10 PACK

The DERGVIEWER allows the user to record, view, and print DERG formatted files in hexadecimal, octal or human readable format. The DERGVIEWER is capable of displaying Link-11 and Link-16 data. Additionally, the DERGVIEWER provides Filter, Edit and Search functionality. It is also capable of displaying and recording messages in real-time. Real-time capability requires other TCG data link software products (i.e. BOSS, GTS). Software only. Quantity 10.

TCG-2000 CAT, CAT MOD

Message Catalog Enhancements.

TCG-2000 SIT, COCKPIT SITUATION (SIT) DISPLAY

Cockpit Situation (SIT) Display. This option for the BOSS Simulator provides a dual screen display of both the entire tactical situation and an emulation of the cockpit display of any selected participating aircraft. Range scalable. Allows for dynamic operator interaction. Display can be centered on any object in the field of view.

TCG recommends the purchase of the dual monitor option (TCG-DM) with this item.

TCG-2000 GTS, GTS GROUND TACTICAL DATA LINK SYSTEM (SINGLE WORKSTATION)

The Ground Tactical Data Link System (GTS), basic configuration is comprised of a terminal server with integrated client workstation capabilities, a terminal housing rack, a Link-16 Antenna for ground-based operations, and 150 feet of Antenna Cable. The basic configuration is capable of operating as a complete Link-16 ground station with the addition of a Link-16 Terminal. Its functional capabilities are based on the TCG-2000 BOSS with the ability to have multiple remote client workstations for access to the Data Link Network via the server and a Link-16 Terminal. The user interface (GUI) has been tailored for the Operational community and provides familiarity and ease of use. The GTS allows the user to participate in a live network and inject a simulated tactical situation. The embedded data link message scripting capability in the server and the optional client workstation (TCG-CW) enables the user to interact with “live” network participants. The embedded simulator enables a user to generate a simulated tactical scenario and “play” it over the “live” network. In addition, the user can monitor the network on the tactical situation display and control the operation of the Link-16 terminal remotely from the client workstation. The GTS can be configured as the Net Time Reference (NTR) or as a network participant. The record and playback function supports pre-recorded scenarios and mission recording and playback for post-mission analysis and debriefings. The GTS provides for one (1) Link Controller. Does not include Terminal Emulation, host, or monitor mode.

Available Options include: (Options Priced Separately)

TCG-2000 SIT, Cockpit Situation Display

TCG-DM, Dual Monitor

TCG-DIS, DIS Interface

TCG-IMG, J16.0 Imagery

TCG-JREAP C, JREAP Appendix C

TCG-JREAP A, JREAP Appendix A

TCG-ETR, External Time Reference

TCG-SMPL, SIMPLE Interface

TCG-CW, Client Workstation

TCG-DO, Display Only

TCG-SADL, SADL

TCG-2000 GTS LE, GTS BUNDLE -GROUND TACTICAL DATA LINK SYSTEMS (SINGLE WORKSTATION)

The Ground Tactical Data Link System (GTS) Bundle, includes the same basic configuration as the GTS (terminal server with integrated client workstation capabilities, a terminal housing rack, a Link-16 Antenna for ground-based operations, and 150 feet of Antenna Cable) as well as the ETR, JREAP C, Dual Monitor, and SIT capabilities. As with the standard GTS, the bundle system provides for one (1) Link Controller. Does not include Terminal Emulation, host, or monitor mode.

Available Options include: (Options Priced Separately)

TCG-DIS, DIS Interface

TCG-IMG, J16.0 Imagery

TCG-JREAP A, JREAP Appendix A

TCG-SMPL, SIMPLE Interface

TCG-CW, Client Workstation

TCG-DO, Display Only

TCG-SADL, SADL

TCG-2000 ML, BOSS MULTI LINK

The BOSS (Battlefield Operations Support System) provides a technologically advanced data link simulation and test device. The BOSS's features include: Multi-Link capability (Link-11 and -16); tactical situation display; full support for R2 and IFF processing; Air Control and Mission Management; Common Track Store; Forwarding Capability and DERG Recording and Playback. The BOSS also includes TCG's Terminal Control Wizard (TCW). The TCW delivers "6 clicks to the net" by providing an intuitive user interface that utilizes automated decision making to facilitate the often-complex task of Link-16 network entry. The BOSS can be provided in desktop, notebook, lunchbox or rack mountable (lunchbox and rack mountable are extra cost) configurations.

Available Options include: (Options Priced Separately)

TCG-2000 SIT, Cockpit Situation Display

TCG-DM, Dual Monitor

TCG-TR, Terminal Rack

TCG-DIS, DIS Interface

TCG-IMG, J16.0 Imagery

TCG-JREAP C, JREAP Appendix C

TCG-JREAP A, JREAP Appendix A

TCG-ETR, External Time Reference

TCG-SMPL, SIMPLE Interface

TCG-DO, Display Only

TCG-SADL, SADL

TCG-2000 SL, BOSS SINGLE LINK

The BOSS (Battlefield Operations Support System) provides a technologically advanced data link simulation and test device. The BOSS's features include: Single-Link capability (Link-11 or -16); tactical situation display; full support for R2 and IFF processing; Air Control and Mission Management; Common Track Store; Forwarding Capability and DERG Recording and Playback. The BOSS also includes TCG's Terminal Control Wizard (TCW). The TCW delivers "6 clicks to the net" by providing an intuitive user interface that utilizes automated decision making to facilitate the often-complex task of Link-16 network entry. The BOSS can be provided in desktop, notebook, lunchbox or rack mountable (lunchbox and rack mountable are extra cost) configurations.

Available Options include: (Options Priced Separately)

TCG-2000 SIT, Cockpit Situation Display

TCG-DM, Dual Monitor

TCG-TR, Terminal Rack

TCG-DIS, DIS Interface

TCG-IMG, J16.0 Imagery

TCG-JREAP C, JREAP Appendix C

TCG-JREAP A, JREAP Appendix A

TCG-ETR, External Time Reference

TCG-SMPL, SIMPLE Interface

TCG-DO, Display Only

TCG-SADL, SADL

TCG-4000, MERLOT

MERLOT (Mobile Environment Reporting and Link Operations, Tactical) provides a complete capability for Air Surveillance, Weapons Control and Data Link Processing and Display. The Air Surveillance and Control function processes and displays standard radar feeds from a variety of military and civilian radars. The integrated data link capability provides full implementation of Link-11 (MIL-STD 6011C) and/or Link-16 (MIL-STD 6016B, C, & D) and forwards data between links.

Price includes workstation, display software, and data link processor. Interface options are available for most radios, terminals, and sensor feeds.

TCG-6000 ML, MULTI LINK M-CAR

The Multi-Link Connectivity and Router (M-CAR) provides the user with the capability to connect and operate with various tactical data link networks ranging from a single link to simultaneous connectivity to multiple heterogeneous data links. M-CAR provides the capability to operate with the appropriate Terminal/DTS and to route message traffic via serial, socket or satellite interfaces to other systems and/or locations. Available links include Link-16 and Link-11.

TCG-6000 SL, SINGLE LINK M-CAR

The Multi-Link Connectivity and Router (M-CAR) provides the user with the capability to connect and operate with various tactical data link networks ranging from a single link to simultaneous connectivity to multiple heterogeneous data links. M-CAR provides the capability to operate with the appropriate Terminal/DTS and to route message traffic via serial, socket or satellite interfaces to other systems and/or locations. Available links include Link-16 or Link-11.

TRAINING, TRAINING

Training (up to 3 days) conducted at customer site (CONUS). Includes setup and checkout.

For OCONUS, request a quote.

TCG-PSS, PRODUCT SUPPORT SILVER

Provides for up to 80 hours helpdesk support, annual release of software, and 1 site (CONUS) visit for 1 day. Extended warranty is provided on TCG-supplied hardware and software. For sites with more than 1 system, a fee of \$9,238.65 is required for each BOSS or GTS system beginning with system 2. Plans are renewable annually and reinstatement fees apply for lapses in coverage. Payment for product support subscription due in full at commencement of support.

TCG-PSG SLB, PRODUCT SUPPORT GOLD – SINGLE LINK BOSS

Provides for unlimited helpdesk support, annual release of software and 1 site (CONUS) visit for up to 3 days. Extended warranty is provided on TCG-supplied hardware and software. Customers covered by a Gold Plan for three consecutive years are eligible to receive a new, replacement server computer to re-host their TCG software at no additional cost (the 1553 and Link-11 hardware, if applicable, is reused). For sites with more than 1 system, a fee of \$9,238.65 is required for each BOSS or GTS system beginning with system 2. Plans are renewable annually and reinstatement fees apply for lapses in coverage. Payment for product support subscription due in full at commencement of support.

TCG-PSG MLB, PRODUCT SUPPORT GOLD – MULTI LINK BOSS

Provides for unlimited helpdesk support, annual release of software and 1 site (CONUS) visit for up to 3 days. Extended warranty is provided on TCG-supplied hardware and software. Customers covered by a Gold Plan for three consecutive years are eligible to receive a new, replacement server computer to re-host their TCG software at no additional cost (the 1553 and Link-11 hardware is reused). For sites with more than 1 system, a fee of \$9,238.65 is required for each BOSS or GTS system beginning with system 2. Plans are renewable annually and reinstatement fees apply for lapses in coverage. Payment for product support subscription due in full at commencement of support.

TCG-PSG GTS, PRODUCT SUPPORT GOLD – GTS

Provides for unlimited helpdesk support, annual release of software and 1 site (CONUS) visit for up to 3 days. Extended warranty is provided on TCG-supplied hardware and software. Customers covered by a Gold Plan for three consecutive years are eligible to receive a new, replacement server computer to re-host their TCG software at no additional cost (the 1553 and Link-11 hardware, if applicable, is reused). For sites with more than 1 system, a fee of \$9,238.65 is required for each BOSS or GTS system beginning with system 2. Plans are renewable annually and reinstatement fees apply for lapses in coverage. Payment for product support subscription due in full at commencement of support.

TCG-PSB GTS, PRODUCT SUPPORT BRONZE – GTS

Provides for an annual release of software. For sites with more than 1 system, a fee of \$9,238.65 is required for each BOSS or GTS system beginning with system 2. Plans are renewable annually and reinstatement fees apply for lapses in coverage. Payment for product support subscription due in full at commencement of support.

PRODUCT SUPPORT – ADDITIONAL UNIT

For sites with more than 1 system, a fee is required for each BOSS or GTS system beginning with system 2. Provides for an annual software release for an additional system added on to a product support plan. Plans are renewable annually and reinstatement fees apply for lapses in coverage. Payment for product support subscription due in full at commencement of support.

SECTION 5 – LABOR CATEGORY DESCRIPTIONS

(MODEL, NOMENCLATURE)

TCG-AENG, ASSOCIATE ENGINEER

Has 1 to 5 years' experience in the configuration, test and setup of hardware platforms and operating systems; able to independently install and verify system and desktop applications for tactical data link systems and real time simulators.

TCG-ENG, ENGINEER

Has at least 5 years' experience in the test and data analysis of systems such as Link-11 and Link-16; skilled at the configuration and operation of real time hardware and in the loop simulators; can perform the installation of new hardware and software into the simulators and operational systems; capable of simulators and operational systems; capable of performing on-site troubleshooting.

TCG-PENG, PRINCIPAL ENGINEER

Has at least 12 years' experience in the design, development, test and integration of tactical data link systems, in particular, the integration of TADILS with host systems and the real-time simulation of data link testing.

TCG-SENG, SENIOR ENGINEER

Has at least 8 years' experience in the design, coding, test and integration of tactical data link systems and real-time simulators. Uses development systems for several languages and operating systems. Also develops and implements test and integration systems.

TCG-SME, SUBJECT MATTER EXPERT

Has extensive working experience and expertise on data link deployment and operations. Has ability to support all aspects of implementing and upgrading data link capabilities, including operational issues.

TCG-CMS, CONFIGURATION MANAGEMENT SPECIALIST

Has at least 2 years' experience in Software Configuration Management and is familiar with the Capability Maturity Model's (CMM) CM Key Practice, knowledge of PCs and tools to support CM activities; can effectively interface with multiple engineering disciplines.

TCG-PRCENG, PROCESS ENGINEER

Has at least 3 years' experience in software development, test, and QA functions. Knowledge of the software development process with specific emphasis on reviews and audits. Able to read and understand system specifications and designs. Ability to perform Software audits of work products and technical reviews.

TCG-SRPRCENG, SENIOR PROCESS ENGINEER

Has at least 10 years' experience in Software development, test, and QA functions. Strong analytical ability. Skill in summarizing processes top-down. In-depth knowledge of the software development process with specific emphasis and documented experience in conducting software reviews and audits. Able to read and understand system specifications and designs. Working knowledge of the configuration management function in a software environment. Previous experience leading an organization to an SEI CMM Level 2 or equivalent.

TCG-PQA, PRINCIPAL QUALITY ASSURANCE ENGINEER

Has at least 15 years' experience in a combination of software development, testing and quality assurance with a minimum of 5 years of management experience. Thoroughly familiar with SQA testing processes and SQA methodologies Experience with project planning & management tools. Experience with automated software testing tools.

TCG-ADM, ADMINISTRATIVE SPECIALIST

Has at least 1 year of experience entering information into documentation, reports, databases or data files. Assists in preparing manuals and reports through data entry and graphics preparation. Also provides for data entry into databases

SECTION 6 – STANDARD TERMS AND CONDITIONS

1. Definitions.

As used herein, the following terms have the meaning set forth below:

“Buyer” means party issuing the Contract and agreeing to the terms and conditions set forth herein for purchase or products and services.

“Products” mean those hardware and software products available for sale or license by TCG.

“Software Products” mean the software items provided in whatever form provided and include all changes, additions, revisions, manuals and documentation which may be provided.

“Services” mean the services associated with the Products.

“Contract” means an order for Products and/or Services from the Buyer.

“TCG” means Tactical Communications Group, LLC and the party selling the Products and/or Services ordered hereunder by the Buyer.

2. Delivery & Shipment

Delivery is 90 days ARO unless otherwise specified. Accelerated delivery is subject to TCG’s acceptance. TCG will use commercially reasonable efforts to meet agreed upon delivery dates. Delivery shall occur upon delivery to the carrier at TCG’s shipping point. Delivery schedule changes must be mutually agreed to.

Unless otherwise specified, the prices stated are EXW (Tewksbury, MA USA) to the address specified by Buyer. Freight charges to be borne by Buyer.

Products shall be packaged in accordance with good commercial practices to assure acceptance by the carrier and safe arrival of Products at destination.

3. Invoice and Payment

TCG shall submit an invoice in accordance with the instructions provided in the Contract.

Payment Terms are Net 30 days after date of invoice. Payment is not subject to inspection/acceptance of the Products and Services since protection to the Buyer for nonconforming Products and Services is provided exclusively under TCG’s warranty.

Payment for product support subscriptions is due in full at commencement of support.

4. Proprietary Rights Indemnification

All patents, trademarks, trade names, copyrights and designs in relation to the Products and Services, whether registered or not shall be and remain the property of TCG and Buyer shall not claim any right or property therein or register or cause to be registered in any part of the world, any patent, trademark, trade name, copyright or design which is the property of TCG.

TCG retains for itself all intellectual property and production rights in and to all designs, engineering details, and other data pertaining to the Products and Services and to all developments

arising out of work done in connection with this Contract and to any and all Products resulting therefrom.

Buyer shall not disclose to other persons any technical, business, product secret, or other confidential or proprietary information of TCG that has been communicated to Buyer or of which Buyer has otherwise obtained knowledge, irrespective of whether or not this Contract is still in force and shall use information only for purposes of this Contract. Buyer shall not remove, destroy, deface, conceal or alter any name, markings, copyrights, notices, numbers or the link on or contained in or attached to the Products without the prior written consent of TCG.

5. Warranty

Software Products Warranty

TCG’s Software License Agreement is applicable.

Hardware Warranty

TCG warrants the hardware products against defects in material and workmanship for a period of six (6) months from the date of shipment. TCG will, at its sole option, repair or replace those hardware products or components determined to be defective under this warranty which are returned promptly to TCG but no later than thirty (30) days after expiration of the warranty period. Buyer shall provide for any removal of the defective unit or component from any hardware product with which it has been integrated subsequent to leaving TCG’s plant. Replacement parts may be reconditioned and will not extend the warranty period. Warranty service is based upon a return to TCG’s facility only. Buyer is responsible for prepaying all freight, insurance and other charges. TCG will either repair or replace the faulty item/component and ship the item within 30 days after receipt at TCG’s facility. Hardware products covered by this warranty will be returned to buyer with freight and other charges prepaid by TCG. Buyer is responsible for all risk of loss and for all import/export documents, licenses, customs clearances and other requirements, and charges associated with returns to and from the United States; and for installation. Unless specified in the order, this warranty is not assignable nor is any third party intended to be benefited hereby.

This warranty shall not apply to any product or parts thereof, that (a) has had the serial number, model number, or other identification markings altered, removed or rendered illegible; (b) has been damaged by or subject to improper installation or operation, misuse, neglect, use in any way with equipment not previously approved in writing by TCG, or from any cause beyond TCG’s control; (c) has been repaired or altered by other than TCG personnel and/or has been subject to the opening of any sealed cabinet boxes without TCG’s prior written consent, and/or (d) has been used in any way other than in strict compliance with TCG’s installation and operation instructions provided with the hardware products.

All hardware products returned under a warranty claim must be returned in accordance with TCG’s standard return material authorization procedures, including a written claim reciting the nature and details of the claim, the date the cause of the claim was first observed and the unit serial number.

Except for the foregoing express warranties as to products, TCG makes no other representation or warranty, express or implied of

any kind with respect to the products, whether written or oral, including, without limitation, warranties of merchantability or fitness for a particular purpose or based on any sample or model.

The above express warranty shall constitute the sole remedy of Buyer and sole liability of TCG whether in warranty, contract, tort (including negligence) strict liability or otherwise and in no event shall TCG be liable punitive, special or consequential damages (including but not limited to lost profits, revenue, good will or loss of use or data) or any costs of substitute products arising out of or related to the products or any use or the results of any use thereof or otherwise relating to the functioning thereof or arising out of this agreement, which may be sustained by buyer, this customers or others, even if TCG had been advised, known or should have known of the possibility of such damages or costs, and Buyer shall hold harmless and defend TCG therefrom.

Some states/countries/jurisdictions do not allow the exclusion or limitation of implied warranties or incidental or consequential or other damages or liability arising from fraud, malice or gross negligence or in respect of personal injury, so the above warranty and damage and liability limitations and exclusions in this agreement may not apply under applicable law as determined by a court of law with competent jurisdiction over the parties. This warranty gives Buyer specific rights and Buyer may also have other rights which vary from state/country/jurisdiction.

9. Risk of Loss

All risk of loss or damage to the Products passes to Buyer upon delivery of the Products to the carrier at TCG's shipping point.

10. Title

Unless specified elsewhere in this Contract, title to items furnished under this Contract shall pass to the Buyer upon delivery, regardless of when or where Buyer takes physical possession. Title to Software Products shall at all times remain with TCG in accordance with TCG's SLA and other provisions herein.

11. Termination for the U.S. Government's Convenience

If Buyer is the U.S. Government (USG), this Contract may be terminated for convenience by the USG in whole or in part. If Buyer is a prime to the U.S. Government and the USG terminates for convenience, the Buyer may terminate for convenience this Contract. In the event of such termination, TCG shall immediately stop all work hereunder. TCG shall be paid a percentage of the Contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that have resulted from the termination. This paragraph does not give the Buyer any right to audit TCG's records.

12. Termination for Cause

Buyer may terminate this Contract, or any part hereof, for cause in the event of any default by TCG, or if TCG fails to comply with these Contract terms and conditions. In the event of termination for cause, Buyer shall not be liable to TCG for any amount for Products and Services not delivered. Except as provided under Termination for the U.S. Government's Convenience, Products and Services ordered are non-cancelable without TCG's written permission.

TCG may terminate this Contract upon the material breach of any of the terms herein by Buyer if such breach is not cured within thirty (30) days of written notification by TCG. Buyer's failure to make a payment when due is considered a material breach. Termination in accordance with this provision shall entitle TCG to cancel all undelivered orders without liability or obligation to Buyer. Nothing herein shall prejudice TCG's rights to collection of outstanding payments or other remedies as may be determined by a court of law.

Upon termination, licensed Products shall be returned to TCG in accordance with TCG's SLA.

13. Compliance with Laws and Regulations

TCG shall copy will all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this Contract including compliance with laws unique to USG Contracts.

14. Waiver & Severability

The waiver or failure of TCG to exercise any right provided herein shall not be deemed a waiver of any further right hereunder under such provision or any other provisions. If any provision herein shall be held to be invalid or unenforceable, the other provisions shall remain in full force and effect.

15. Surviving Terms

All terms contained herein, which by their nature, language, or context are intended to survive, such as, without limitation, ownership and confidentiality of proprietary information, export control, and payment terms, shall survive any termination of this Contract.

16. Governing Law

This Agreement has been made in and its validity, interpretation, construction and performance shall be governed by and be in accordance with the laws of The Commonwealth of Massachusetts, without reference to its laws governing conflicts of law and without regard to the United Nations Convention on Contracts for the international Sale of Goods. Each of the parties hereto agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in state or federal court located in Boston, Massachusetts, and each party hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement. Each of TCG and Buyer hereby waives trial by jury and waives any objection to venue of any action instituted hereunder in accordance with the provisions of this Section.

17. Government Contract Provisions

If this Contract is placed under a U.S. Government contract, the applicable clauses as contained in the Federal Acquisition Regulations (FAR) and the Defense FAR Supplement (DFARS) in effect as of the date of the U.S. Government contract identified in this Contract ("Prime Contract"), are hereby incorporated into this Contract by reference. TCG's Terms and Conditions and SLA stated herein shall take precedence in the event of any conflict between the Government Contract Provisions and TCG's Terms and Conditions or SLA herein.

18. Export

Buyer agrees to comply with, and cause its End-User Customer, if applicable, to comply with, all applicable U.S. export and re-export laws and regulations imposed by the USG regarding the purchased Products and Services hereunder and agrees that it will not export or re-export, or provide to foreign nations, directly or indirectly, Products and Services or technical data provided hereunder, nor any Product thereof, in any form including, but not limited to software, written, printed, verbal, telephonic, fax or electronic communication, to any country to which such export is restricted by the U.S. law or regulations without first obtaining all required export licenses, assurances and other required documentation. None of the Software Products or Proprietary Information may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any proscribed country as defined in 22 CFR §126.1 or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. Licensee represents and warrants that neither it nor its End-User Customers are located in, under the control of, or a national or resident of any such country or on any such list. This Section shall survive the expiration or termination of this Agreement for any reason.

19. Limitation of Liability

TCG's liability for damages to buyer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, warranty, strict liability or otherwise, shall be limited to the amount of payments received hereunder

by TCG for the products and/or services relating to such liability. The essential purpose of this provision is to limit TCG's liability under or arising out of this Contract.

20. Software Products License

Software Products are provided to Buyer subject to the terms and conditions of TCG's Software License Agreement (Attachment 1).

Software Products are provided to Buyer only in object code form under a non-exclusive, non-transferrable license solely for Buyer's use. Buyer has no rights to source or non-executable code. Software Products are the proprietary, trade secret, and copyrighted property of TCG or its licensors and all ownership and title thereto is retained by TCG. Buyer agrees that it will use the Software Products only as authorized herein and in accordance with TCG's Software License Agreement (SLA). Buyer agrees that it will not copy or modify the Software Products, that it will not decompile, disassemble, translate, or reverse engineer the Software Products, and that it will retain all proprietary and copyright notices of TCG and its licensors in the Software Products and any copies thereof. Buyer's obligations with respect to the Software Products will survive any termination or expiration of this agreement. Any licenses hereunder are not a sale of the software or any rights thereto and convey no right or interest to Buyer or the licensee other than a right to use the software as provided herein and in TCG's SLA. Copyright to, title in, ownership of, and all rights associated with the software shall remain vested in TCG and its licensors.

ATTACHMENT 1 – SOFTWARE LICENSE AGREEMENT**TACTICAL COMMUNICATIONS GROUP, LLC
SOFTWARE LICENSE AGREEMENT**

This Software License Agreement (this "Agreement") is made effective as of _____ (the "Effective Date") by and between **TACTICAL COMMUNICATIONS GROUP, LLC**, a limited liability company duly organized under the laws of the State of Delaware, with its principal office at Two Highwood Drive Bldg 2, Suite 200, Tewksbury, MA 01876 (hereinafter "TCG") and _____, a corporation organized and existing under the laws of _____, and having its principal offices located at _____, (hereinafter "Licensee"). Reference is hereby made to that certain Contract No. _____ dated as of _____, by and between the Licensee and TCG (the "Contract"). Certain capitalized terms used herein but not defined in their initial context have the meanings set forth in Section 1.

RECITALS

WHEREAS, TCG is in the business of developing and licensing tactical communications software products, including its Tactical Communications Manager™ software programs; and

WHEREAS, Licensee desires to receive a license to use certain software derived from Tactical Communications Manager™ software programs, and TCG desires to provide such license, in each case subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TCG and the Licensee ("the Parties") hereby agree as follows:

1. DEFINITIONS

1.1 "Affiliate" has the meaning ascribed to it in Rule 405 promulgated under the Securities Act of 1933, as amended.

1.2 "Designated Equipment" means the computer workstations, servers or other equipment specified in the Purchase Contract upon which the Licensed Software is authorized to be installed and operated, or with which it is exclusively permitted to be used, pursuant to the terms of this Agreement.

1.3 "Error" means any failure of the Licensed Software to conform to the applicable Specifications, as set forth in the Statement of Work.

1.4 "End-User Customer" means a customer of Licensee that has entered into a sublicensing agreement with Licensee for the use of the Licensed Materials, which sublicensing Agreement conforms to the requirements set forth in Section 2.2.

1.5 "Error Correction" means either a software modification or addition that, when made or added to the Licensed Software, corrects an Error, or a procedure or routine that, when observed in the regular operation of the Licensed Software, eliminates the practical adverse effect of an Error without otherwise introducing any material impairment or limitation on the use of the Licensed Software in accordance with the applicable Specifications set forth in the Statement of Work.

1.6 "Intellectual Property Rights" means any patent, patent application, copyright, moral right, trade name, trademark, trade secret, and any applications or right to apply for registration there from, know-how, show-how, inventions, discoveries, developments, technologies, processes, methods, improvements, and compositions (whether or not reduced to practice and whether or not protectable under state, federal, or foreign patent, copyright, trade secrecy or similar laws) mask work, schematics, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right or proprietary information or technology recognized under the laws of any governmental authority, whether registered or unregistered and whether first made or created before or after the Effective Date.

1.7 "Licensee Products" means any products or services made by or on behalf of Licensee or sold, rented, leased or otherwise distributed by or on behalf of Licensee, including without limitation any products or services of Licensee that contain the Licensed Materials as included components or that are otherwise used in connection with the Licensed Materials.

1.8 "Licensed Software" means, collectively, the Tactical Communications Manager (TCM) Tactical Data Link computer software programs and data files in executable object code format only as derived from TCG's Tactical Communications Manager™ software programs in accordance with the Specifications. The Licensed Software shall also include any Maintenance Releases or Updates of the Licensed Software that may be provided by TCG to Licensee from time to time during the Term. The Licensed Software specifically does not include any New Versions of the Licensed Software that may be made by TCG from time to time during the Term.

1.9 "Licensed Documentation" means the Users' Manual(s) and other documentation supplied by TCG in conjunction with the Licensed Software, including any updates or modifications of such documentation that may be provided by TCG to Licensee from time to time during the Term, whether in connection with the distribution of Maintenance Releases and Updates or otherwise.

1.10 "Licensed Material(s)" means the Licensed Software and the Licensed Documentation, collectively.

1.11 "Licensee Product(s)" means any product or materials designed or manufactured by or on behalf of Licensee.

1.12 "Maintenance Releases" means with respect to the Licensed Software an enhanced version of the Licensed Software, or portion(s) thereof that includes Error Corrections.

1.13 "New Versions" means with respect to the Licensed Software a materially enhanced version of the Licensed Software that introduces major functional improvements or additions to the Licensed Software.

1.14 "Specifications" means the functional specifications for the Licensed Software as set forth in the Statement of Work.

1.15 "Updates" means with respect to the Licensed Software, an enhanced version of the Licensed Software, or portion(s) thereof, that includes Error Corrections and/or introduces minor functional improvements to the Licensed Software.

2. LICENSED MATERIALS

2.1 License Grant. Subject to the terms and conditions of this Agreement, TCG hereby grants to Licensee under TCG's applicable Intellectual Property Rights, and Licensee hereby accepts from TCG, a non-exclusive, non-transferable, sub-licensable (to the extent set forth in Section 2.2 below), revocable (as provided in Section 10(b)) right and license (the "TCG License") to use the Licensed Software and the Licensed Documentation (a) for Licensee's internal uses only and for use only at facilities or installations owned by or under the direct control of Licensee; (b) only in accordance with the applicable user procedures and restrictions set forth in the Licensed Documentation; (c) only on the Designated Equipment as set forth and (d) only in accordance with the general terms and restrictions on use set forth in Section 2.3 below.

2.2 Sublicensing.

(a) Sublicensing Right. Subject to the terms of this Agreement, Licensee shall have the right to sublicense the Licensed Materials to, at most, one End User Customer of Licensee, but only provided that such Licensed Materials are included as components of a Licensee Product that is sold, rented or leased by Licensee to such End User Customer for such End User Customer's internal uses only, and for use only at facilities or installations owned by or under the direct control of such End User Customer. Any such sublicense arrangement with the End-User Customer must be pursuant to a written agreement executed by Licensee and such End-User Customer that conforms to the requirements set forth in 2.2(b) below.

(b) Sublicense Agreement. Prior to any distribution of any Licensed Materials to an End-User Customer, Licensee shall obtain the legally binding agreement of such End-User Customer to terms and conditions of a written sublicense agreement which shall include, at a minimum: (i) a restriction limiting the use of the Licensed Materials to use solely in connection with the Designated Equipment and solely in conformity with the restrictions set forth in Section 2.3 of this Agreement; (ii) notification that the Licensed Materials are owned by TCG and/or its licensors, are proprietary in nature, and embody trade secrets and other valuable confidential information of TCG; (iii) the same provisions for Warranties, indemnification and limitations of liability of TCG and the TCG Parties as have been provided for in this Agreement; (iii) a provision stating that, to the extent applicable, the duties and obligations of Licensee to TCG under this Agreement will be binding upon the End-User Customer as if such End-User Customer were a party to this Agreement in place of Licensee, provided that: (1) the End-User Customer shall be expressly prohibited from granting any further sublicenses to the Licensed Materials, and (2) the End-User Customer shall be expressly prohibited from assigning any of its rights or obligations under the sublicense agreement to any third parties, and from transferring possession or control of the Licensed Materials to any third parties; and (iv) a provision stating that TCG, the TCG Parties and their respective successors and assigns are intended third party beneficiaries of any such sublicense agreement. In the case of any sublicense agreement with the U.S. Government, such agreement shall contain a restricted rights notice substantially similar to that notice set forth in DFAR 252.227-7014 (6/95).

(c) Enforcement. Licensee shall use commercially reasonable efforts to enforce any sublicense agreement with an End-user Customer. Licensee shall promptly provide written notification to TCG, in the event that Licensee becomes aware of any unauthorized use or disclosure of the Licensed Materials by the End-User Customer. Upon receipt of such notice, Licensor shall have the right, but not the obligation, to take appropriate legal action in connection therewith. In the event that Licensor elects to take such action arising out of any unauthorized use or disclosure of the Licensed Materials by the End-User Customer, Licensee shall provide reasonable cooperation and assistance to TCG, at Licensee's expense, the conduct of the action shall be entirely directed by Licensor, and TCG shall pay all costs and expenses associated therewith and retain all recoveries of any such action.

2.3 General Terms and Restrictions on Use.

(a) Except as otherwise expressly provided herein, Licensee may use Licensed Software only on the Designated Equipment;

(b) Licensee may make up a single (1) copy of the Licensed Software solely for archival or backup purposes, provided that any such copy contains all copyright notices or proprietary notices as are contained on the original Licensed Software.

(c) Licensee may use an archival copy of the Licensed Software to reinstall the Licensed Software on the computer(s) for which it was acquired if such computer(s) become inoperable or corrupted.

(d) Licensee may use an archival copy of the Licensed Software to install the Licensed Software on a class-equivalent backup CPU or computer server at any Licensee installation, if the computer containing the CPU or the computer server for which the Licensed Software was acquired is inoperative, but only provided that Licensee has first requested and received from TCG the appropriate decryption escrow key for installing an archival copy of the Licensed Software on such backup computer(s).

(e) Licensee may not modify the object code of the Licensed Software unless it has received TCG's prior written consent thereto, and Licensee has no right to receive or use any source code or design documentation relating to the Licensed Software.

(f) Licensee shall not (and shall not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Licensed Software or of any files contained or generated using the Licensed Software by any means whatsoever (such prohibition is for protection of TCG's trade secrets and confidential information).

(g) Licensee may not modify, incorporate into or with other software, or create a derivative work of any part of the Licensed Software, except through the use of an application programming interface supplied by TCG, or as otherwise mutually agreed by the parties hereto in a signed writing.

If EEC law or similar law is applicable, the restriction in Section 2.2(d) is limited so that it prohibits such activity only to the maximum extent such activity may be prohibited without violating the EEC Directive or similar law on the legal protection of computer programs. Licensee may not use the Licensed Materials for any purpose or in any manner not expressly permitted in this Agreement.

3. License Fees; Payment and Delivery; Financial Records

3.1 License Fees. Licensee agrees to pay TCG the license fees specified in the Contract in accordance with the payment terms set forth therein (the "License Fee(s)"). TCG shall deliver the Licensed Materials to Licensee in accordance with the delivery schedule set forth in the Contract or Purchase Order. The License Fee shall be in addition to those payments TCG is entitled to receive pursuant to the milestones identified under the contract or Purchase Order. Payment of the License Fee is due upon execution of this Agreement. Payments that are not received within thirty (30) days from the date of the invoice shall bear interest at eighteen percent (18%) per annum or the maximum rate allowed under applicable law, whichever is less. TCG reserves the right to change its credit terms at any time, effective on notice to Licensee. In addition, TCG reserves the right to withhold performance of any obligations, whether arising under this Agreement or otherwise, in the event of Licensee's nonpayment when due of any amounts owed to TCG.

3.2 Taxes. Excluding only taxes based on TCG's income, Licensee is liable for all taxes, duties and customs fees relating to the Licensed Materials whether or not TCG invoices Licensee for such taxes, duties or customs fees.

3.3 Purchase Orders. Licensee represents and warrants that if its internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to TCG, it will timely issue such purchase order and inform TCG of the number and amount thereof and that it will take all action necessary to effect payment to TCG on the required date. Licensee agrees that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of Licensee's obligations hereunder, including payment of amounts owed to TCG.

4. Ownership; Reservation of Rights; Confidentiality

4.1 Ownership. Licensee acknowledges that, as between the parties hereto, TCG is the sole and exclusive owner of all right, title and interest in and to the Licensed Materials, all the copies and portions thereof, and all Intellectual Property Rights and other proprietary rights thereto, subject to the terms of the TCG License. Although some tangible objects may be delivered by TCG to Licensee in connection with this Agreement, this Agreement does not constitute a sale of the Licensed Materials or any portion or copy of it.

4.2 Reservation of Rights. Licensee acknowledges and agrees that, except for the rights expressly granted to Licensee under the TCG License, all rights in and to the Licensed Materials are expressly reserved by TCG. Notwithstanding anything in this Agreement to the contrary, no license or right is granted to Licensee by implication, estoppel or otherwise, except the licenses and rights expressly granted in Section 2.

4.3 Confidentiality. Notwithstanding any copyright notice, Licensee acknowledges and agrees that the Licensed Materials contain trade secrets and other confidential and proprietary information of TCG. All technical information and other data included in or furnished by TCG in connection with the Licensed Materials under this Agreement, and the terms of this Agreement itself and any negotiations relating thereto, shall be deemed to constitute valuable confidential information of TCG ("Confidential Information"), except as hereinafter set forth. Notwithstanding the foregoing, the following shall not constitute Confidential Information: (a) information which is disclosed in issued patents or otherwise generally known to the public or in the trade or becomes generally known without breach of this Agreement by the receiving party; (b) information which is shown by contemporaneous written record to have been known by Licensee prior to its disclosure hereunder; (c) information which is received

without restriction of confidentiality from a third party who is not in breach of an obligation of confidentiality in making such disclosure; and (d) information which is shown by contemporaneous written record to have been independently developed by Licensee without use of the Confidential Information. Licensee agrees not to disclose any Confidential Information received from TCG to any person and not to use any such Confidential Information for any purpose other than Licensee's performance of its responsibilities and exercise of its rights under this Agreement. Licensee shall protect the Confidential Information from unauthorized disclosure or use by means at least equivalent to the standard of care employed by Licensee to protect Licensee's own valuable confidential information but in no instance less than a reasonable standard of care. Notwithstanding the foregoing, Licensee may make disclosure of Confidential Information if such disclosure is required by law or by legal process, provided that prior to making such disclosure Licensee shall inform TCG of such fact and shall permit TCG to intervene in the applicable proceedings to protect its interests by seeking a protective order and other appropriate relief.

5. LIMITED WARRANTIES OF TCG; DISCLAIMER

5.1 Limited Warranties by TCG. TCG warrants for the benefit of Licensee that (i) TCG has the right, power and authority to enter into this Agreement and to fully perform its obligations hereunder, (ii) upon execution and delivery hereof, this Agreement shall constitute the valid and binding obligation of TCG enforceable in accordance with its terms, (iii) TCG and/or its licensors are the lawful owner(s) of the Licensed Materials and TCG has the full right and authority to grant the TCG License hereunder for Licensee's use of the Licensed Software in accordance with the Licensed Documentation and the terms and conditions of this Agreement, and (iv) the Licensed Software will perform substantially in accordance with the Specifications for a period of one hundred eighty (180) days from the date the Licensed Software is delivered to Licensee (the "Warranty Period"). Upon receipt of prompt written notification that the Licensed Software fails to operate substantially in accordance with the Specifications, including a reasonably complete description of the basis of determination therefore, TCG will either correct or replace the Licensed Software so as to be in substantial conformity with the Specifications at no additional charge to Licensee. The foregoing warranty only covers problems reported to TCG during the Warranty Period, and further states Licensee's sole and exclusive remedy in the event that the Licensed Software fails to perform substantially in accordance with the Specifications during the Warranty Period.

5.2 Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 5.1, THE LICENSED SOFTWARE AND THE LICENSED DOCUMENTATION ARE PROVIDED BY TCG "AS IS" WITHOUT WARRANTY OF ANY KIND. TCG EXPRESSLY DISCLAIMS ANY WARRANTIES ARISING FROM CUSTOM, COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE AND IMPLIED AND STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FURTHER, TCG DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION THAT THE SOFTWARE WILL BE FREE FROM ERRORS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SUITABILITY FOR LICENSEE'S BUSINESS OR OPERATIONAL REQUIREMENTS, OR OTHERWISE. Licensee understands that TCG is not responsible for and will have no liability for hardware, software, or other items or any services provided by any persons other than TCG.

6. WARRANTIES OF LICENSEE

6.1 Power and Authority. Licensee represents and warrants for the benefit of TCG that (i) it has full power and authority to execute, deliver and perform under this Agreement and the obligations hereunder, and (ii) that the execution, delivery and performance of this Agreement (a) have been duly approved and authorized by all necessary corporate actions of such party, (b) do not contravene any law, regulation, rules or order binding on such party, and (c) do not contravene the provisions of or constitute a default under any contract or other agreement or instrument to which such Licensee is a signatory.

6.2 Compliance with Laws. Licensee represents and warrants for the benefit of TCG that, in connection with its use of the Licensed Materials and its manufacture, sale, lease or other distribution of any products including Licensed Materials as components or any products used in combination with the Licensed Materials, Licensee will comply with all applicable United States and foreign laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979), controlling the export of technical data, computer software, laboratory prototypes and other commodities and that it will not export any such technical data, commodities, computer software, laboratory prototypes and other commodities without obtaining a license from the relevant governmental agencies or authorities.

7. INDEMNIFICATION BY TCG

7.1 Indemnification of Licensee. TCG shall indemnify, defend and hold harmless Licensee against any and all claims, demands, suits, actions, damages, fines, penalties, costs and expenses (including but not limited to reasonable attorneys' fees, disbursements and costs of investigation) and judgments brought or obtained by a third party to the extent arising from an action based on alleged facts that, if true, would constitute an infringement by the Licensed Materials of any third party's copyright or trademark ("Infringement Claim").

7.2 In the event of any actual or threatened Infringement Claim, TCG may, in its reasonable judgment and at its sole option and expense: (i) obtain for Licensee the right to continue using the Licensed Materials; (ii) replace or modify the Licensed Materials so that they become non-infringing; or (iii) terminate the license for the allegedly infringing Licensed Materials, and upon receipt of such Licensed Materials, refund Licensee a pro-rata portion of the License Fees paid by Licensee based on a seven year useful life of the Licensed Software. THIS SECTION 7.2 STATES THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE AND THE ENTIRE LIABILITY AND OBLIGATION OF TCG WITH RESPECT TO ANY INFRINGEMENT CLAIMS RELATING TO THE LICENSED MATERIALS.

7.3 **Limitations.** Notwithstanding anything in the foregoing to the contrary, TCG shall have no obligation to indemnify, defend or hold harmless Licensee in connection with any claims that arise because of and would not have arisen but for (i) the negligence or willful misconduct of Licensee, its employees, officers, directors, stockholders, subcontractors and agents relating to Licensee's performance or exercise of its rights under this Agreement, or (ii) any breach of any obligation or performance of Licensee under this Agreement. Furthermore, TCG shall have no obligation to indemnify, defend or hold harmless Licensee in connection with any liability arising out of or relating to any Infringement Claims to the extent the alleged infringement occurred because of and would not have occurred but for (a) a modification of the Licensed Materials by Licensee or its customers, agents or subcontractors, other than as a direct result of installing Updates and Maintenance Releases provided by TCG, (b) use of the Licensed Materials other than in accordance with the Licensed Documentation and the terms and conditions of this Agreement, (c) use of a version of the Licensed Materials no longer supported by TCG, (d) use of a version of the Licensed Materials without having implemented all Updates and Maintenance Releases provided to Licensee by TCG, or (e) use of the Licensed Materials in combination with any hardware, software or other materials not provided by TCG where, absent such combination, the Licensed Materials would not be infringing.

7.4 **Indemnification Procedure.** TCG's indemnification obligations for third party claims under this Section 7 are subject to the conditions that: (i) Licensee notifies TCG in writing within 10 days of such claim, suit or proceeding (provided further that the failure to give such notice shall not affect TCG's indemnification obligations except to the extent that TCG is actually prejudiced thereby); (ii) Licensee permits TCG to assume at TCG's election sole control of the defense and all related settlement negotiations; and (iii) Licensee provides TCG with all reasonable assistance, information, full cooperation and authority necessary to perform TCG's obligations under this Section. TCG will reimburse reasonable out-of-pocket expenses incurred by Licensee in providing such assistance. TCG shall pay any resulting damages, costs and expenses incurred by Licensee in connection with any such claims, or such amounts as agreed by Licensee to be paid in settlement thereof but TCG shall not be liable for settlements incurred by Licensee without TCG's written authorization.

8. INDEMNIFICATION BY LICENSEE

8.1 **Indemnification of TCG.** Licensee shall indemnify, defend and hold harmless TCG, its Affiliates, and their respective employees, officers, directors, stockholders, agents, suppliers and customers (collectively, "**TCG Parties**"), against any and all claims, demands, suits, actions, damages, fines, penalties, costs and expenses (including but not limited to reasonable attorney fees, accountant fees, expert fees and any related disbursements and costs of investigation) (collectively, "**TCG Claims**") and judgments brought or obtained by a third party to the extent arising from (i) a breach by Licensee of its representations and warranties set forth in Section 6, (ii) use of the Licensed Materials by Licensee other than in compliance the terms and conditions set forth in this Agreement, (iii) a breach by Licensee of its confidentiality obligations under Section 4.3, (iv) a claim that the use by Licensee of the Licensed Materials infringes Intellectual Property Rights or other proprietary rights of a third party, but only provided that such infringement claim arises because of, and would not have arisen but for, use of the Licensed Materials in combination with hardware, software or other materials not provided by TCG and where, absent such combination, the Licensed Materials would not be infringing, (v) any claim arising out of or relating to the manufacture, use, distribution, sale, rental, lease or other commercial exploitation of the Licensee Products, including without limitation product liability, and (vi) any willful or wanton misconduct or negligence by Licensee, its Affiliates or their respective employees, officers, directors, stockholders, agents, suppliers and customers, that results in personal injury or damages to real or tangible property. For purposes of this Section 8.1, the term "Licensee" shall be deemed to include both Licensee and its End-User Customers.

8.2 **Limitations.** Notwithstanding the foregoing, Licensee shall have no obligation to indemnify any TCG Parties in connection with any claims that arise because of and would not have arisen but for (i) the gross negligence or willful misconduct of any TCG Parties under this Agreement, or (iii) any breach of any obligation of TCG under this Agreement.

8.3 **Indemnification Procedure.** Licensee's indemnification obligations for claims under this Section 8 are subject to the conditions that: (i) TCG notifies Licensee in writing within 10 days of such claim, suit or proceeding (provided further that the failure to give such notice shall not affect Licensee's indemnification obligations, except to the extent that Licensee is actually prejudiced thereby), (ii) TCG permits Licensee to assume at Licensee's election, sole control of the defense and all related settlement negotiations, but subject to TCG's final approval of any settlement involving or relating in any way to the use or other disposition of the Licensed Software or the Licensed materials by any Party other than Licensee, which use may occur only under the terms set forth herein, and (iii) TCG provides Licensee with all reasonable assistance, information, full cooperation and authority necessary to perform Licensee's obligations under this Section 8. Licensee will reimburse reasonable out-of-pocket expenses incurred by TCG in providing such assistance. Licensee shall pay any resulting damages, costs and expenses incurred by TCG in connection with any such TCG Claims.

9. LIMITATION OF LIABILITY

9.1 IN NO EVENT SHALL TCG, THE TCG PARTIES OR THEIR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, LOST SAVINGS, LOSS OF USE OR LOSS OF DATA) ARISING OUT OF THIS AGREEMENT OR OTHERWISE INCURRED BY LICENSEE OR ANY THIRD PARTY WITH RESPECT TO THE INSTALLATION, USE OR OPERATION OF, OR THE INABILITY TO USE OR OPERATE, THE LICENSED SOFTWARE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR BASED ON A WARRANTY OR ANY OTHER LEGAL THEORY, EVEN IF TCG HAS BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 IN NO EVENT SHALL THE LIABILITY OF TCG, THE TCG PARTIES OR THEIR SUPPLIERS FOR ANY REASON AND UPON ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT EXCEED THE SUM OF ALL LICENSE FEES PAID BY LICENSEE TO TCG DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE FACTS UNDERLYING SUCH CLAIM OR CAUSE OF ACTION FIRST ARISE.

9.3 THE LIMITATIONS SET FORTH IN THIS SECTION 9 WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE LICENSE FEES PAYABLE HEREUNDER REFLECTS THIS ALLOCATION OF RISK BETWEEN THE PARTIES.

10. TERM AND TERMINATION.

10.1 Term. The term of this Agreement (the "Term") shall commence on the date hereof and shall continue until terminated, as provided herein.

10.2 Termination. This license shall terminate immediately without notice from TCG if Licensee fails to comply with any provision of this Agreement. Upon Termination of this Agreement Licensee must immediately return all Licensed Materials to TCG, or, at the direction of TCG, destroy all copies of the Licensed Materials, including any Updates, New Versions or prior versions of the Licensed Materials.

11. GENERAL AND MISCELLANEOUS PROVISIONS

11.1 Injunctive Relief. It is understood and agreed that notwithstanding any other provisions of this Agreement, a breach by Licensee of this License shall cause TCG irreparable damage for which recovery of money damages would be inadequate. In addition to any and all remedies available at law, TCG shall be entitled, in the event of any such breach, as a matter of right, to timely injunctive relief or other equitable relief without the need for posting a bond in any court of competent jurisdiction to prevent violation or contravention of any provision of this License and to compel compliance with the terms thereof by Licensee. Licensee hereby irrevocably waives any defense based on the adequacy of any remedy at law that might otherwise be asserted by any vendor as a bar to the remedy of specific performance in any action brought by TCG to enforce its rights under this Section.

11.2 Relationship of the Parties. TCG and Licensee are independent contractors under this Agreement. Nothing contained in this Agreement is intended or construed so as to constitute TCG and Licensee as partners or joint venturers with respect to this Agreement. Employees and of any party remain employees of said party and shall at no time be considered agents of or to be obligated to render a fiduciary duty to the other party. Neither party shall be liable for any debts, accounts, obligations, or other liabilities of the other party, its agents, or employees. Neither party is authorized to incur debts or other obligations of any kind on the part of or as agent for the other except as may specifically be authorized in writing. Neither party has the authority to act in the name of, or incur any obligation binding on, the other party, except as set forth herein.

11.3 Assignment. Licensee may not assign this Agreement or any of the rights, duties or obligations of Licensee hereunder, without TCG's prior written consent, which may be given or withheld at its sole discretion. TCG may assign this Agreement or any of the rights, duties or obligations of TCG hereunder, to any of its Affiliates or to any person or entity that acquires all or substantially all of the assets and business of TCG, whether by way of sale of stock, sale of assets, merger, consolidation, reorganization or any other form of business combination.

11.4 Export Controls. Licensee agrees to comply with, and to cause its End-User Customers to comply with, all applicable export and re-export laws, regulations and decrees imposed by the government of the United States or any foreign jurisdiction, and will not cause the export or re-export of the Licensed Material without first obtaining all required export licenses, assurances and other documentation. None of the Licensed Materials or Proprietary Information may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of any proscribed country as defined in 22 CFR §126.1 or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. Licensee represents and warrants that neither it nor its End-User Customers are located in, under the control of, or a national or resident of any such country or on any such list. This Section shall survive the expiration or termination of this Agreement for any reason.

11.5 Government Approvals or Registrations. If this Agreement or any associated transaction is required by the law of any nation to be either approved or registered with any governmental agency, Licensee will assume all legal obligations to do so. Licensee will notify TCG if it becomes aware that this Agreement is subject to a United States or foreign government reporting or approval requirement. Licensee will make all necessary filings and pay all costs including fees, penalties, and all other out-of-pocket costs associated with such reporting or approval process. Notwithstanding anything contained herein, Licensee shall not be relieved of any of its obligations under this Agreement by any failure to register this Agreement in any country, and, specifically, Licensee shall not be relieved of its obligation to make any payment due to TCG hereunder, where such payment is blocked due to any failure to register this Agreement. Licensee agrees to defend, indemnify and hold harmless TCG from and against any and all claims, judgments, costs, awards, expenses (including attorneys' fees) and liability of any kind arising out of its non-compliance with any applicable United States or foreign governmental laws, regulations or decrees or other governmental obligations with respect to the possession and use of the Licensed Materials by Licensee or its End-User Customers.

11.6 Government End Users. This provision applies to all Licensed Source Code Materials acquired directly or indirectly by or on behalf of the United States Government. The Licensed Source Code is a commercial product, licensed on the open market at market prices, and was developed entirely at private expense and without the use of any U.S. Government funds. If the Licensed Source Code is supplied to the Department of Defense, the U.S. Government acquires only the license rights customarily provided to the public and specified in this Agreement. If the Licensed Source Code is supplied to any unit or agency of the U.S. Government other than the Department of Defense, the license to the U.S. Government is granted only with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth in subparagraph (c) of the Commercial Computer Software Restricted Rights clause of FAR 52.227-19.

11.7 Security and Audits. Licensee promptly shall adopt and implement security procedures to protect from improper disclosure or use all Confidential Information, such procedures to be reasonably acceptable to TCG and in compliance with all applicable regulatory requirements.

11.8 Governing Law. This Agreement has been made in and its validity, interpretation, construction and performance shall be governed by and be in accordance with the laws of The Commonwealth of Massachusetts, as such laws are applied to agreements entered into and to be performed entirely within Massachusetts between Massachusetts residents, without reference to its laws governing conflicts of law and without regard to the United Nations Convention on Contracts for the international Sale of Goods. Each of the parties hereto agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in state or federal court located in Boston, Massachusetts, and each party hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement. Each of TCG and Licensee hereby waives trial by jury and waives any objection to venue of any action instituted hereunder in accordance with the provisions of this Section.

11.9 Entire Agreement; Amendments. This Agreement, together with the Exhibits and Schedules referenced herein, the Purchase Contract or Purchase Order and the Statement of Work, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, supersedes any and all prior discussions, representations, negotiations, correspondence, writings and other agreements between the parties with respect to such subject matter, and may be amended only by a written agreement executed on behalf of both parties by their representatives duly authorized for the purpose. In the event of any conflict between the above mentioned documents and this License, the provisions of this License shall control.

11.10 Effect of Waiver. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of any other provision of this Agreement. Any waiver of a provision of this Agreement at a particular time or under particular circumstances shall not have the effect of waiving any other provision, or of waiving the same provision at a different time or under different circumstances.

11.11 Severability. If any provision or part of this Agreement shall, to any extent, be or become invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other provision of this Agreement shall remain valid and enforceable to the full extent permitted by law. Further, any term or condition which is held to be illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties.

11.12 Force Majeure. Neither party shall be responsible for any delay or failure in performance resulting from acts or circumstances beyond the control of such party. Such acts or circumstances shall include but not be limited to any act of God, act of war, riot, epidemic, fire, flood or other natural disaster, act of government, strike or lockout.

11.13 Notices. Any notice of other communication required or permitted hereunder shall be in writing and deemed delivered when delivered by hand, when mailed, via first class, registered or certified mail, postage prepaid, to the party at its address set forth below, or by facsimile transmission with confirmation at the facsimile number provided by each party from time to time.

If to TCG:

Tactical Communications Group, LLC
Two Highwood Drive Bldg 2, Suite 200
Tewksbury, MA 01876
Attention: Contracts Administration
Fax: 978.654.4801

With a copy to:

Blaisco LLC
1661 Worcester Road, Suite 303
Framingham, MA 01701
Attention: Joseph P.J. Vrabel, Esq.
Fax: 508.665.4800

If to Licensee:

11.14 Third Party Beneficiaries. The parties hereto agree that this Agreement is not intended to create any third party beneficiaries, other than the TCG Parties as set forth in accordance with the provisions of Section 8.

11.15 Publicity; Use of Names. TCG is authorized to use Licensee's name during the Term solely in order to refer to the fact that Licensee is a customer of TCG in TCG's sales and marketing materials and activities ("TCG Marketing Materials"). Licensee is authorized to use TCG's name during the Term solely in order to refer to the fact that TCG is a supplier of Licensee in Licensee's sales and marketing materials and activities ("Licensee Marketing Materials", and collectively with the TCG Marketing Materials, the "Marketing Materials"). Without limitation of the foregoing, each party may announce in a press release that Licensee has retained TCG as a supplier and may include the other party in its customer reference list or supplier reference list (as the case may be). In any press release or announcement issued by or on behalf of Licensee where there is any reference to or description of TCG's Licensed Software, TCG's Products or any configuration of software in which TCG's Licensed Software is used in any form, Licensee must provide proper attribution to TCG as the owner of any such Licensed Software and products and must acknowledge TCG's proprietary interest in such Licensed Software or products. Each party will use reasonable efforts to respond to inquiries from prospective customers of the other party seeking to check references, provided that the first party will provide the other party advance notice of any such anticipated inquiries of which it has knowledge. Upon request, each party agrees to make available sample Marketing Materials to the other party. In the event that either party, in its reasonable judgment, deems any such Marketing Materials of the other party to refer to it in a manner, form or substance that demeans or dilutes the business reputation or goodwill of the first party, the other party will either promptly modify such Marketing Materials pursuant to the first party's instructions thereto or will cease to refer to such party in such Marketing Materials. Except for the permitted references to the parties by name as expressly contemplated above or as otherwise required by law, neither party shall use in advertising, publicity, promotion, marketing, or other activity, any name, trade name, trademark, service mark or other designation of, or owned by, the other party, except upon the prior written permission of such other party.

11.16 Section Headings. The section headings set forth in this Agreement are for the convenience of the parties and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

11.17 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all collectively a single instrument.

[Signature Page Follows Next]

IN WITNESS WHEREOF, the parties hereto have caused this Software License Agreement to be executed by their duly authorized representatives as of the date first written above.

Tactical Communications Group, LLC

By: _____

Name: Kevin J. Mawn

Title: Vice President, Operations

Date: _____

Licensee

By: _____

Name: _____

Title: _____

Date: _____

SPECIAL LICENSE RIGHTS:

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____(Insert contract number), License No. _____(Insert license identifier). Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data to be Furnished With Restrictions	Basis for Assertion	Asserted Rights Category	Name of Person Asserting Restrictions
List	List	Restricted Rights are conveyed to	Tactical Communications Group, LLC

Printed Name _____

Title _____

Date _____

Signature _____