



RFView® Version 3.0 High-Fidelity Modelling & Simulation

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RFView® Version 3.0, a high-fidelity modelling and simulation tool, is an electromagnetic physics solver that uses publicly available Digital Elevation Maps (DEMs) along with standard physics-based ray tracing and propagation to produce simulated radar returns. It employs well-known and accepted principles of physics to calculate those returns. The simulation environment is built on ISL's industry-leading RF phenomenology engine. Uses of the model include system analysis, test planning, high-fidelity synthetic data generation, signal processing algorithm development, training, strategy development, and conduct-of-operations assessment. The model provides characterization of target returns, direct path signal, ground scattered signal (clutter for radar), direct path signals from interferers, and ground scattered interference signals (hot clutter, splatter, or terrain-scattered interference).

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18.0 Right to Preliminary and Injunctive Relief. You agree that money damages would be an inadequate remedy for ISL in the event of a breach or threatened breach by you. You accordingly agree that in the event of a breach or threatened breach of any provision in this EULA ISL shall be entitled to preliminary or injunctive relief, including an order prohibiting you from taking actions in breach of such provisions, without the need for posting bond, and to specific performance, whichever may be appropriate to preserve all of ISL’s rights. This preliminary, injunctive, and specific performance relief shall be in addition to any other remedies to which ISL may be entitled. All rights and remedies afforded ISL by law shall be cumulative and not exclusive.


19.0 Choice of Law. This EULA and any claims under any theory of liability in any way related to this EULA or any relationships contemplated herein shall be governed and construed in accord with the laws of the State of Delaware, United States of America, without regard to its principles governing the conflicts of law, and not taking into account

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the United Nations Convention on the International Sale of Goods. The parties agree that the provisions of the Uniform Computer Information Transactions Act (“UCITA”), as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this EULA, and the parties waive any and all rights they may have under any laws(s) adopting UCITA in any form.

20.0 Dispute Resolution and Binding Individual Arbitration. Any claim, dispute, or controversy—whether in contract, tort, or otherwise and whether preexisting, present, or future, and including statutory, common law, intentional tort, and equitable claims—of greater than or equal to four hundred thousand dollars and no cents (\$400,000.00) between you and ISL arising out of or in connection with this EULA, or the breach, termination or validity thereof shall be resolved exclusively and finally by binding individual arbitration.

- 20.1. Arbitration will be administered by the American Arbitration Association (AAA), or JAMS if the EULA was entered into in the United States, Mexico, Central America, or South America; by ADR Chambers pursuant to the general ADR Chambers Rules for Arbitration if the EULA was entered into in Canada; and by the International Chamber of Commerce (“ICC”) if the EULA was entered into outside the United States, Canada, Mexico, Central America, or South America.
- 20.2. All arbitrations shall be conducted in the English language and all documents shall be written in the English language. The place of arbitration shall be San Diego, California, United States, or Wilmington, Delaware, United States.
- 20.3. The arbitration panel shall be empowered to grant whatever relief would be available in court, including without limitation preliminary relief, injunctive relief, and specific performance. Any award of the arbitration panel shall be final and binding immediately when rendered, and judgment on the award may be entered in any court of competent jurisdiction.
- 20.4. Neither you nor ISL shall be entitled to join, consolidate, or include any claims belonging to or alleged or arising from, by, or on behalf of any third party to an arbitration brought hereunder, or arbitrate any claim as a class action, class representative, class member, or in a private attorney general capacity. The individual (non-class) nature of this dispute resolution provision goes to the essence of the parties' dispute resolution agreement, and if found unenforceable, the entire arbitration and dispute resolution provision shall be void.
- 20.5. Notwithstanding the foregoing, ISL may apply to any relevant government agency or any court of competent jurisdiction to preserve its rights under this EULA and to obtain any injunctive or preliminary relief, or any award of specific performance, to which it may be entitled, either against you or against a non-party; provided, however, that no such administrative or judicial authority shall have the right or

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power to render a judgment or award (or to enjoin the rendering of an arbitral award) for damages that may be due to or from either party under this EULA, which right and power shall be reserved exclusively to an arbitration panel proceeding in accordance herewith.

21.0 Indemnity.

21.1. Your indemnification obligations: You will unconditionally indemnify and defend ISL, its officers, directors, employees, contractors, and agents (each an ISL Indemnified Party) against any and all claims, losses, damages, liens, liabilities, costs and expenses (including court costs and reasonable attorney fees) that an ISL Indemnified Party incurs as a result of or in connection with or asserted by anyone arising out of or in connection with:

21.1.1. Any third-party claims arising from:

21.1.1.1. Your failure to obtain any consent, authorization or license required for ISL's use of data, software, materials, systems, networks, or other technology provided by you under this EULA;

21.1.1.2. Your use of the Software in a manner not expressly permitted by this EULA;


21.1.1.3. ISL's compliance with any technology, designs, instructions, or requirements provided by you or a third party on your behalf;

21.1.1.4. Any claims, costs, damages, and liabilities whatsoever asserted your subcontractors or agents; or

21.1.1.5. Any violation by you of applicable laws; and

21.1.1.6. Any reasonable costs and attorneys' fees required for ISL to respond to a subpoena, court order or other official government inquiry regarding your use of the Software.

21.2. ISL indemnification obligations: ISL will indemnify you and, at ISL's election, defend you against a third-party claim asserted against you in a suit or action if the claim is for direct patent infringement, for direct copyright infringement, or for ISL's trade secret misappropriation, and the claim is asserted against the Software alone and not in combination with anything else, or solely a combination of ISL products.

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21.2.1. Exclusions: Notwithstanding anything to the contrary in this EULA, ISL will not indemnify or defend you for claims asserted, in whole or in part, against:

21.2.1.1. Technology designs or requirements that you gave to ISL;

21.2.1.2. Modifications or programming to Software that were made by anyone other than ISL; or

21.2.1.3. The Software's alleged implementation of some or all of a standard created by a government sponsored group, an industry sponsored group, or any similar group or entity that creates technology specifications to be used by others, such as IEEE or HTML.

21.3. Indemnification procedure: The indemnified party (Indemnitee) will:

21.3.1. Provide prompt written notice to the indemnifying party (Indemnitor) of the claim (provided that the failure to provide timely notice that prejudices the Indemnitor will relieve the Indemnitor of its obligations under this section to the extent the Indemnitor has been prejudiced and the failure to provide timely notice will relieve the Indemnitor of any obligation to reimburse the Indemnitee for its attorney's fees incurred prior to notification);

21.3.2. Reasonably cooperate in connection with the defense or settlement of the claim; and


21.3.3. Give the Indemnitor sole control over the defense and settlement of the claim, provided that any settlement of a claim will not include a specific performance obligation or admission of liability by the Indemnitee.

21.4. ISL Remedy Election: Should the Software or any portion thereof become, or in ISL's opinion be likely to become, the subject of a claim of infringement, ISL may, as your sole and exclusive remedy, elect to do any of the following: (a) Obtain the right for you to use the Software; (b) Replace or modify the offending Software so that it becomes non-infringing; or (c) Reclaim the Software from you and grant you a credit in accord with Section 14, less a reasonable sum for depreciation.

21.5. Personal and exclusive indemnity: The foregoing indemnities are personal to the Parties and may not be transferred to anyone. This section states the Parties' entire indemnification obligations, and your exclusive remedy claims involving Intellectual Property Rights.

22.0 No Assignment. You may not assign or transfer your interests, rights or obligations under this EULA, in whole or in part, whether voluntarily, by contract, or by merger, whether

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you are the surviving or disappearing entity, stock or asset sale, consolidation, dissolution, through government action or order, or otherwise. Any attempt to assign this EULA without prior written consent from an authorized officer of ISL shall be null and void.

22.1. You have the limited right to transfer the Software on a permanent basis among the internal divisions, departments, groups, or branches of your corporation, limited liability corporation, partnership, sole proprietorship, or government agency, provided that:

22.1.1. The party to whom the Software is to be transferred receives a copy of this EULA and other applicable documents and agrees to be bound by their terms and conditions, including execution of any non-disclosure agreements that may be required under federal law, regulation, or procurement practice;

22.1.2. ISL is informed of the transfer and of the organization's name and address; name of the natural person within organization serving as the point-of-contact; and the point-of-contact's physical and mail address, phone number, and electronic mail (e-mail) address;

22.1.3. You erase or destroy all copies of the Software formerly residing on the transferor personal computer or computers;

22.1.4. You at all times comply with all applicable export control laws and regulations; and

22.1.5. The terms of this EULA specifically apply to any transferee.

22.2. Nothing herein shall authorize any transfer of the Software to or among subsidiaries without prior written consent from an authorized officer of ISL.


23.0 General Provisions.

23.1. No Waiver: No waiver of breach or failure to exercise any option, right, or privilege under the terms of this EULA on any occasion by ISL shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.

23.2. Headings and Section Numbering for Convenience Only: The headings and section numbering contained in this EULA are for the convenience of the parties and shall not be interpreted to limit or otherwise affect the provisions of this EULA.

24.0 Entire Agreement. This EULA constitutes the entire agreement between the parties with respect to the license of the Software and supersedes any conflicting or additional terms

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contained in any purchase order or elsewhere, all of which terms are excluded, unless the terms of this EULA have been expressly amended in a written and signed agreement or as *expressly stated otherwise* in a separate signed agreement.

24.1. You acknowledge that you have read this EULA, that you understand it, that you agree to be bound by its terms, and that this is the complete and exclusive statement of the agreement between you and ISL regarding the Software.

25.0 Void, Invalid, or Unenforceable. Any provision of this EULA found to be void, invalid, or unenforceable under applicable law will be changed and interpreted to accomplish the objectives of that provision to the greatest extent possible under applicable law, and the remaining provisions, including other valid parts within the effected term, will continue in full force and effect.

26.0 Third Party Data Files. The Software may contain third party data files for the purpose of providing and running examples or demonstrations. ISL does not own and makes no claims and provides no warranties, either express or implied, with respect to those third party data files. All of the provisions of §§ 1, 10, 11, 12, 13, 15, 16, 17, 20, 22, and 23 are hereby incorporated into this paragraph by reference. Sections 14 and 20 do not apply to any third party data files.

26.1. The third party data files included in this version of the Software is information that was created by the U.S. Geological Survey (USGS) and it resides in the Public Domain:

26.1.1. Digital Terrain Elevation data set: U.S. Geological Survey

26.1.2. Digital Elevation Map data set: U.S. Geological Survey


26.1.3. Land Use—Land Cover data set: U.S. Geological Survey

26.1.4. Visit the USGS at <https://usgs.gov> for more information.

27.0 Configuration Control. The following configuration controls for RFView®, Version 3.0, affect the structure of this EULA:

27.1. The Software includes, employs, and interfaces with no open-source or third-party software; and

27.2. The Software includes no developer tools.

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28.0 EULA Scope of Applicability. This EULA is applicable to the following RFView® versions:

- 28.1. RFView® Version 3.*.*, where “*” represents any numerical designation for an incremental version of RFView®.