

EXHIBIT A – EULA

SPOTTERRF NON-TRANSFER AND END USER LICENSE AGREEMENT

Rights Summary

1. License to use SpotterRF Products for tracking of moving targets and sending location data of said moving targets to other systems for non-airborne-mounted applications.
2. Warranty for ninety (90) days, from the date of receiving SpotterRF Product(s), for and against hardware and software defects. Additional warranty and support options are available and can be purchased. Warranties are only valid if written and approved by an authorized representative of SpotterRF.
3. Support, including firmware upgrades and phone and email technical support.

Restrictions Summary

1. No resale, transfer, or export of SpotterRF Product(s) or any associated software to any entity or individual without express written consent of SpotterRF.
2. No attempting to open the hard plastic enclosure surrounding SpotterRF Product(s). No attempting to reverse engineer any of the software or hardware comprising SpotterRF Product(s).
3. No warranty is available, offered, or implied for units where the hard plastic enclosure is breached (by any method) or struck by lightning. No warranty is available if Certified Journeyman level personnel are not used for the site survey, design, and commissioning (inspection of installation, setup, and tuning) of the system. No warranty is available if the unit is not installed with a SpotterRF certified mount and power kit.

Details

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and SpotterRF for SpotterRF hardware and/or software that accompanies this EULA, which includes software embedded in the device (Firmware) and may include associated media, printed materials, "online" or electronic documentation. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE OR HARDWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE SpotterRF HARDWARE OR SOFTWARE.

1. **GRANT OF LICENSE.** SpotterRF grants you the following rights provided that you comply with all terms and conditions of this EULA:
2. **INSTALLATION AND USE.** You may install and use SpotterRF Product(s) on any ground vehicle or platform that is attached to the ground.
3. Tracking data generated by SpotterRF Product(s) may be displayed or distributed to any user or individual not restricted by U.S. Government regulations.
4. **RESERVATION OF RIGHTS AND OWNERSHIP.** SpotterRF reserves all rights not expressly granted to you in this EULA. The Software and Hardware of SpotterRF Product(s) is protected by copyright and other intellectual property laws and treaties. SpotterRF owns the title, copyright, and other intellectual property rights in the Software and Hardware of SpotterRF Product(s). The Software and Hardware of SpotterRF Product(s) are licensed, not sold.
5. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPIlation, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Hardware or Software of the unit.
6. **UPDATES TO SOFTWARE AND HARDWARE.** This EULA applies to any and all updates, supplements, and add-on components of the Software or Hardware that SpotterRF may provide to you or make available to you after the initial date you obtain SpotterRF Product(s), unless we provide other terms along with the update, supplement, or add-on component.

7. **UPGRADES.** To use Software identified as an upgrade, you must first be licensed for the Software identified by SpotterRF as eligible for the upgrade.
8. **NOT FOR RESALE.** SpotterRF Product(s) are identified as "Not For Resale" or "NFR," may not be sold or otherwise transferred to another user, individual or entity, or used for any purpose other than demonstration, test or evaluation without express written consent by SpotterRF and the U.S Department of Defense as necessary.
9. **TERMINATION.** Without prejudice to any other rights, SpotterRF may terminate this EULA if you fail to comply with the terms and conditions of this EULA and you may be prosecuted to the full extent of the law.
10. **LIMITED WARRANTY FOR SOFTWARE/HARDWARE.** SpotterRF warrants that the Software/Hardware will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt to System Integrator. AS TO ANY DEFECTS DISCOVERED AFTER THE ONE YEAR PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND UNLESS EXPRESS WRITTEN CONSENT IS GIVEN BY SPOTTERRF. LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by SpotterRF, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software/Hardware does not meet SpotterRF's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 12 ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction. YOUR EXCLUSIVE REMEDY. SpotterRF's and its suppliers' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Software shall be, at SpotterRF's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Unit, or (b) repair or replacement of the Unit, that does not meet this Limited Warranty and that is returned to SpotterRF with a copy of your receipt. You will receive the remedy elected by SpotterRF without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping SpotterRF Product(s) to SpotterRF). This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement unit will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer, and SpotterRF will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with SpotterRF's warranty remedy procedures.
11. **DISCLAIMER OF WARRANTIES.** The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, SpotterRF and its suppliers provide SpotterRF Product(s) and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to SpotterRF Product(s), and the provision of or failure to provide support or other services, information, software, and related content through SpotterRF Product(s) or otherwise arising out of the use of SpotterRF Product(s). ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO SPOTTERRF PRODUCT(S).
12. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SPOTTERRF OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT

LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE SpotterRF PRODUCT(S), THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, AND RELATED CONTENT THROUGH SpotterRF PRODUCT(S) OR OTHERWISE ARISING OUT OF THE USE OF SpotterRF PRODUCT(S), OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF SPOTTERRF OR ANY SUPPLIER, AND EVEN IF SPOTTERRF OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **LIMITATION OF LIABILITY AND REMEDIES.** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of SpotterRF and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by SpotterRF with respect to any breach of the Limited Warranty) shall be limited to the greater of the actual damages you incur in reasonable reliance on SpotterRF Product(s) up to the amount actually paid by you for SpotterRF Product(s). The foregoing limitations, exclusions and disclaimers (including Sections 10, 11 and 12) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
14. **ENTIRE AGREEMENT; SEVERABILITY.** This EULA (including any addendum or amendment to this EULA which is included with the Software) and any System Integrator or other agreement between the Parties which references this EULA, are the entire agreement between you and SpotterRF relating to SpotterRF Product(s) and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to SpotterRF Product(s) or any other subject matter covered by this EULA. Extended warranty and support packages purchased by the user will extend this agreement as specified in the terms of the extended warranty and support agreement. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.
15. **CERTIFICATE OF END-USER.** We certify that we are the end-user of SpotterRF Product(s). Except as specifically authorized by prior written approval of SpotterRF and the U.S. Department of State, we will not re-export, resell or otherwise dispose of any of these software or hardware associated with SpotterRF Product(s) to any other person. If the end-user is a foreign government or entity we certify that we will observe the assurances contained in form DSP 83 and all other related documents. We further certify that all of the facts contained in this certificate are true and correct to the best of our knowledge and belief and we do not know of any additional facts that are inconsistent with this certificate.

Name: _____

Company: _____

Date: _____

Signature: _____