

**MEMORANDUM OF UNDERSTANDING
BETWEEN JEPPESEN MARINE AND
UNITED STATES POWER SQUADRONS®**

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is between Jeppesen Marine, Inc. (formerly known as “C-MAP USA” and hereinafter “Jeppesen”), a corporation under the laws of the State of Delaware and the United States Power Squadrons (hereinafter “USPS”) a non-profit corporation under the laws of the State of North Carolina.

WITNESSETH THAT:

WHEREAS, Jeppesen, as a leading producer of vector digital charting products, many under the C-Map, C-Map by Jeppesen, and Jeppesen Marine trade name, has significant interest in the proper and safe use of charts and related tools by the boating population, and the betterment of navigation tools for the safe operation of vessels, boats and personal watercraft on the navigable waters; and,

WHEREAS, USPS has been actively engaged in the education of the public and its members in a wide variety of boating and nautical subjects since its establishment in 1914; has been actively engaged in the training of the general public in matters of seamanship, boat-handling, and navigation; and for more than fifty years, has provided the United States with basic and safe boating instruction, made locally available on a recurring basis, through its own public course development and teaching; and,

WHEREAS, Jeppesen has already promoted USPS products through its Club Jeppesen Marine group and its catalogs, and has expressed interest in cooperating with USPS in educating the boating public in the proper use of charts and navigation tools, and

WHEREAS, the parties had previously entered into that certain Memorandum of Understanding dated August 11, 2004. The aforementioned Memorandum of Understanding is hereby terminated, superseded and replaced with this MOU.

WHEREAS, the parties wish to cooperate in advancing safe navigation and the use of electronic charts, in educating the public in their use, and in providing discounted charting products to USPS for internal use and resale.

WHEREAS, USPS and Jeppesen wish to memorialize and build on the relationship established.

NOW, THEREFORE, the parties hereto agree as follows:

I. Jeppesen shall have the following responsibilities (see Attachment A for supporting details):

1. Discounted Jeppesen vector chart cartridges and PC-based chart readers (MMR – USB Multimedia Reader) at demo discount prices to operate with a certain chart plotter emulator for use in standard USPS navigation training courses.
2. Discounted Jeppesen products at dealer prices to USPS for internal use and resale, provided that USPS maintains its dealer/distributor agreement with Jeppesen.
3. Discounted annual membership in Club Jeppesen Marine to USPS members using Jeppesen compatible chart plotter systems.
4. Cooperation with USPS in topics relating to the development and improvement of electronic charts and electronic charting products and promotion thereof to the

appropriate authorities.

5. Assistance in the promotion of membership in USPS to the general boating public.

II. USPS shall have the following responsibilities:

1. Education of the public and members in the proper use of vector digital charts and related tools using the materials provided by Jeppesen.
2. Dissemination of Jeppesen supplied information to the members of USPS regarding discounted products, Club Jeppesen Marine, and Jeppesen educational materials.
3. Acknowledgement of Jeppesen's contributions, products, and assistance to the membership and public attending USPS education programs and on the USPS website.
4. Assistance to Jeppesen in the form of training programs for its staff, employees, and their families; and encouragement of Jeppesen employees and families to become members of USPS having met the requirements for same.
5. Cooperation with Jeppesen in topics relating to the development and improvement of charts and charting products and promotion thereof to the appropriate authorities.
6. Reselling Jeppesen products on the USPS website with order fulfillment from Jeppesen, provided however that USPS maintains its separate dealer/distributor agreement with Jeppesen.

III. The parties hereto further agree as follows:

1. To maintain open communication, cooperation and support in furtherance of their mutual goals and objectives.
2. That any amendment made to this MOU must be with the written consent of all parties.
3. Neither party shall represent or speak for the other in any communications or presentation other than to identify the elements of this MOU.
4. That this MOU shall become effective upon the date of its execution by both parties and shall remain in effect for a period of five (5) years or until either party provides ninety (90) days written notice to the other.
5. That the parties shall each respect and protect the intellectual property and confidential information of the other and avoid disclosure.
6. That this MOU contains the complete agreements and understandings of the parties hereto.

This MOU hereby terminates, supersedes and replaces that certain Memorandum of Understanding executed between the parties on August 11, 2004.

FOR JEPPESEN MARINE, INC.:

Greg Bowlin, Senior Vice President & General Manager

Date

FOR THE UNITED STATES POWER SQUADRONS:

Frank A. Dvorak, SN, Chief Commander

Date

ATTACHMENT A

1. Jeppesen supplied materials for inclusion in USPS training courses

Jeppesen agrees to sell to the USPS a Multiple Media Readers (MMR) and MaxWide electronic charts at 50% discount off published retail price. The MMR/MaxWide standard product is offered only in combination and for use as an optional feature in conjunction with the Standard Horizon software emulator. The MMR/MaxWide special offer is made to enable USPS to demonstrate and employ localized charting data as a part of their navigation training course work. Any use of the MMR/MaxWide products outside of USPS' training courses provided at the aforementioned discount is strictly prohibited.

2. Special USPS membership discounts to Jeppesen products

Jeppesen Marine will also permit individual USPS members in good standing to order Jeppesen products directly from Jeppesen's Customer Care department. A direct order placed by a USPS member will entitle them to a 20% discount off published list price. A credit card is the standard method of payment for all purchases. The USPS member must provide their valid membership number.

The Jeppesen Marine Light Marine Customer Care department may be reached at 800.424.2627.

3. Special Club Jeppesen Marine Membership Plan for USPS Members

USPS/Jeppesen users enjoy a special and recurring \$79 annual member fee that grants access to all the benefits of full Club Jeppesen Marine membership for a complete year. This membership fee includes one exchange of any Jeppesen electronic chart that is owned by the USPS member. The latest version includes all the official navigation and value-added changes that have occurred in that electronic chart coverage area since it was initially produced.