

MEMORANDUM OF UNDERSTANDING

between

MAPTECH, INC.,  
a Delaware corporation

and

UNITED STATES POWER SQUADRONS, INC.  
a North Carolina corporation

with respect to  
a Harbor Information Database and  
Website, and Related Projects

December 15, 2005

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## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between MAPTECH, INC., a Delaware corporation ("Maptech"), and UNITED STATES POWER SQUADRONS, INC., a North Carolina corporation ("USPS"). The purpose of this MOU is to describe the relative rights and responsibilities of Maptech and USPS with respect to a harbor information database and website as described below, and with respect to any additional products or services based on such database that may hereafter be jointly developed and branded by Maptech and USPS.

**1. Agreement to Collaborate.** Maptech and USPS hereby agree to collaborate, as independent contractors, with respect to the design, development and operation of a harbor information database as more fully described herein (the "Database") and a website based on the Database as more fully described herein (the "Website"), and with respect to the design, development and marketing of other products and services based upon the Database, as more fully described herein. The Website shall be accessible solely from links located on websites which are under the control of USPS, and third parties who wish to access the Website shall be required to click on an "accept" button to acknowledge their acceptance of the terms of an end user license agreement in the form of Exhibit A attached hereto (the "End User License Agreement").

**2. Maptech's Responsibilities.** Maptech will have the following responsibilities throughout the Term (as defined in Paragraph 6 below):

*(a) Functional and Technical Design.* Maptech will be solely responsible for the functional and technical design of the Database and the Website, provided however that such functional design will be consistent with the content specifications for the Database set forth in Exhibit B attached hereto and the functional specifications for the Website set forth in Exhibit C attached hereto. Exhibit B and Exhibit C are subject to future modification and refinement as mutually agreed upon by the parties. The Website will include trademarks of each of Maptech and USPS. Maptech will consult with USPS in connection with its design and development of the Database and the Website, and will endeavor to perform such design and development in accordance with the development and implementation milestones set forth in Exhibit D attached hereto (the "Table of Milestones"). The parties acknowledge that Maptech will use its proprietary Embassy database as the starting point for the Database, subject to modification as appropriate in accordance with this MOU.

*(b) Background Charts, Maps and Aerial Photos.* Maptech agrees that certain of its charts, maps and aerial photos will be made available to USPS and to users of the Website in accordance with the terms hereof, such that information within the Database will be viewable on the Website superimposed upon such charts, maps or photos.

*(c) The Database Management System.* Maptech will develop, and will maintain throughout the Term, such software as Maptech shall deem necessary or appropriate to manage the Database for use on the Website as contemplated by this MOU.

*(d) Development and Maintenance of the Website.* Maptech will develop and maintain the pages of the Website and the graphical interfaces which are to be used on the Website. The

appearance and content of all pages of the Website shall be subject to the approval of USPS, which approval shall not be unreasonably withheld or delayed.

(e) *Hosting of the Website.* Maptech will host the Website on its own server, or will cause the Website to be hosted by a third party at Maptech's sole cost and expense. In either case, Maptech will cause the Website to be accessible solely from websites under the control of USPS, pursuant to such links as USPS and Maptech shall mutually approve.

(f) *Ancillary Technical Work.* Maptech will perform all technical work and ongoing hosting and maintenance services which shall reasonably be required in connection with Database and the Website.

(g) *Development of New Products and New Services.* Maptech will cooperate with USPS in efforts to develop products and services to be derived from the Database or the Website and to include trademarks of each of Maptech and USPS. Any such product is referred to herein as a "New Product", and any such service is referred to herein as a "New Service".

(h) *Compliance with Export Restrictions.* Maptech will be responsible for the Website's compliance with all laws of the United States of America which may impose any restriction on the dissemination of information, including without limitation any such laws, regulations or other restrictions which may be imposed by the United States of America following the execution hereof. Without limiting the generality of the foregoing, Maptech will not permit the Website to reveal any information for which the government of the United States of America or any agency thereof requires an export license or other governmental approval at the time of export, unless Maptech shall have first obtained such license or approval.

(i) *Participant Incentive Program.* Maptech will lead the development of the incentive awards program developed jointly with USPS.

**3. USPS's Responsibilities.** USPS will have the following responsibilities throughout the Term.

(a) *Cooperation in the Functional Design.* USPS will cooperate with Maptech to any reasonable extent in connection with the development of the functional design of the Database and the Website. Without limiting the generality of the foregoing, USPS will cause its personnel to provide input by means of such questionnaires, committees and focus groups as mutually agreed upon by the parties.

(b) *Promotion of the Website.* USPS will engage in substantial and continuing efforts to promote the Website in USPS publications, at USPS meetings, and at boat shows at which USPS shall participate. The appearance and content of all such promotional material will be as mutually agreed upon by the parties..

(c) *Links to the Website.* USPS will cause its website to include a link directly to the Website. The appearance and layout of each such link shall be as mutually agreed upon by the parties.

(d) *Entry of Website Content by USPS Members.* USPS will recruit members of USPS (the "Members") to enter data, information and/or images (the "Content") into the Website through a

graphical user interface provided on the Website. Such content will be stored and managed in the Database operated by Maptech. The types of Content to be entered by USPS Members is more fully described in terms of Database parameters in Exhibit B.

(e) *Review of Website Content Entered by USPS Members.* USPS will recruit and supervise members of USPS (the "Moderators") who will review and screen all Content of the Website which is supplied by Members. All such proposed material supplied by Members or third parties will be reviewed by a Moderator prior to its inclusion on the Website, and the Moderators shall have the discretion to approve, edit or reject any such proposed material.

(f) *USPS Ombudsman.* USPS will recruit and supervise one member of USPS to serve as ombudsman (the "Ombudsman"). The Ombudsman shall mediate and arbitrate disputes in which a marine facility or business owner or manager disagrees with the Content of the Website pertaining to his or her marine facility or business. Such Ombudsman shall make the final decision on if the disagreed upon Content is to be modified or deleted.

(g) *Development of New Products and New Services.* USPS will cooperate with Maptech in its efforts to develop New Products and New Services.

4. Financial Arrangements. Maptech and USPS agree as follows with respect to the financial arrangements of their relationship:

(a) *Payment of Expenses.* Each of Maptech and USPS shall be solely responsible for the payment of all expenses which it incurs in connection with the performance of its responsibilities hereunder.

(b) *Allocation of Revenues and Profits.* When and as Maptech or USPS shall identify a potential source of revenue from a New Product or a New Service, USPS and Maptech shall negotiate in good faith as to the manner in which they shall share such revenues (the "Revenues") or the profits remaining after deduction from such Revenues of designated expenses to be incurred in connection therewith (the "Profits"). In no event shall the development of any New Product or New Service commence before Maptech and USPS shall have agreed upon the allocation of the Revenues or Profits with respect thereto. The parties acknowledge that the term "New Product" shall not be deemed to include any product which Maptech is currently offering for sale or is currently developing (an "Existing Product"), and the term "New Service" shall not be deemed to include any service which Maptech is currently offering or is currently developing (an "Existing Service"). The Existing Products and Existing Services are listed in Exhibit E, attached. USPS shall not have any right to receive any portion of any revenue generated by Maptech with respect to any Existing Product or Existing Service, even if Maptech shall make use of the Database in connection therewith.

(c) *Reporting and Payment.* In connection with any agreement between Maptech and USPS with respect to the allocation of Revenues or Profits for any particular New Product or New Service, the party which is to collect such Revenues on behalf of Maptech and USPS shall agree as follows:

(i) Such party shall keep accurate books of account and records covering all transactions relating to such Revenues, and shall permit the other party hereto to examine such books of account and records, during business hours and upon reasonable notice, for the limited purpose of confirming the accuracy of amounts paid to it with respect to such Revenues;

(ii) Such party shall provide to the other party hereto, within thirty (30) days following the close of each calendar quarter within the Term, a written statement showing the number, description and price of all units of the applicable New Product or New Service sold during such calendar quarter, the aggregate amount of the Revenues collected by such party which are attributable thereto, and the calculation of the amount payable to the other party hereto with respect to such Revenues; and

(iii) Such party shall make payment to the other party hereto, contemporaneously with delivery of each such written statement, of all amounts payable to such other party with respect to the Revenues identified therein.

**5. Ownership and License of Intellectual Property.** Maptech shall be and remain the exclusive owner of all rights, title and interest in and to all patent rights, trademarks, trade secrets, confidential information, copyrights, know-how and other intellectual property relating to (i) the Database, except the Content, (ii) data entered into the Database by Maptech, (iii) all software relating to the Database and the Website, (iv) all Existing Products and Existing Services, (v) all New Products and New Services, (vi) all Maptech trademarks used in connection with the Database and the Website, and (vii) the domain name [www.boatingfacilities.com](http://www.boatingfacilities.com) and the domain name registration relating thereto (all such rights are collectively referred to herein as the "Maptech Property"). USPS shall be and remain the exclusive owner of all rights, title and interest in and to all patent rights, trademarks, trade secrets, confidential information, copyrights, know-how and other intellectual property relating to the Content and its trademarks (all such rights are collectively referred to herein as the "USPS Property"). Accordingly, USPS hereby grants to Maptech (i) a worldwide, exclusive and royalty-free license to use the Content during the Term solely in connection with the Database, the Website, Existing Products, Existing Services, the New Products and the New Services and (ii) a perpetual, worldwide, non-exclusive and royalty-free license to use the Content contained in the Database at the time of expiration or termination of the Term, provided USPS is prominently credited as the source of the Content, solely in connection with the Database, the Website, Existing Products and Existing Services. USPS further grants to Maptech a limited non-exclusive non-transferable and royalty free license to use the trademarks "USPS" and "United States Power Squadrons" during the Term solely in connection with the Database, the Website, the New Products and the New Services and as authorized by the Executive Department of USPS. In addition, USPS agrees to execute and deliver to Maptech from time to time, whether during the Term or at any time following the expiration or termination of the Term, any and all documents reasonably requested by Maptech to evidence USPS's assignment to Maptech of any and all rights which USPS may have or acquire in any of the Maptech Property. Maptech agrees to execute and deliver to USPS from time to time, whether during the Term or at any time following the expiration or termination of the Term, any and all documents reasonably requested by USPS to evidence Maptech's assignment to USPS of any and all rights which Maptech may have or acquire in any of the USPS Property. Maptech hereby grants to USPS a non-exclusive, non-transferable and royalty-free license to use the Maptech Property during the Term solely for the limited

purpose of performing its responsibilities hereunder, and for such other purposes as Maptech may agree from time to time in any written instrument which clearly identifies the permitted uses and which is duly signed by a member of Maptech's senior management. Nothing contained herein shall be construed or interpreted so as to authorize or permit USPS to use all or any portion of the Maptech Property for any other purpose, or to permit USPS to grant to any third party the right to use any Maptech Property other than as expressly provided herein. USPS expressly agrees that it will not reverse engineer, disassemble, decompile or otherwise attempt to analyze any of the code included within any of the Maptech Property.

**6. Term and Termination.**

(a) *Term.* The initial term of the relationship between Maptech and USPS described herein (the "Initial Term") shall commence on the date hereof and shall expire on the third (P) anniversary of the date hereof. Thereafter, the term of the relationship between Maptech and USPS described herein shall automatically be renewed for an unlimited number of successive one (1) year renewal periods ("Renewal Terms"), unless either party hereto shall have delivered to the other party hereto a written notice of non-renewal at least six (6) months prior to the expiration of the then-current Initial Term or Renewal Term. The Initial Term and any and all Renewal Terms are collectively referred to herein as the "Term". The Term shall be subject to termination prior to its normal expiration pursuant to the terms of Paragraph 6(b) below, and no Renewal Term shall commence following any such termination of the Term.

(b) *Termination of the Term.* Either party hereto shall have the right to terminate the Term prior to its normal expiration as follows:

(i) If either party hereto shall be in breach of any of its payment obligations hereunder or under the terms of any agreement with respect to any New Product or New Service, then the other party hereto shall have the right to terminate the Term prior to its normal expiration by the delivery to such breaching party of ten (10) days advance written notice of termination specifying the basis of such claim of breach, provided however that such notice shall be of no force or effect and the Term shall not thereby be terminated if such breach shall have been cured prior to the expiration of such ten (10) day period.

(ii) If either party hereto shall be in breach of any other material obligation set forth herein, then the other party hereto shall have the right to terminate the Term prior to its normal expiration by the delivery to such breaching party of thirty (30) days advance written notice of termination specifying the basis of such claim of breach, provided however that such notice shall be of no force or effect and the Term shall not thereby be terminated if such breach shall have been cured prior to the expiration of such thirty (30) day period.

(iii) If either party hereto shall file a voluntary petition under any bankruptcy or insolvency law or shall acknowledge its insolvency in writing, or if any involuntary petition shall be filed against either party hereto under any bankruptcy or insolvency law and such petition shall not be dismissed within thirty (30) days of such filing, or if



either party hereto shall cease to be engaged in business or shall make a general assignment for the benefit of its creditors, or if either party hereto shall have a receiver appointed for such party or for any material portion of its assets and such receiver shall not have been discharged within thirty (30) days of his or her appointment, or if either party hereto shall be liquidated or voluntarily dissolved, or if either party hereto shall be involuntarily dissolved and shall not have been retroactively reinstated within thirty (30) days of such involuntary dissolution, then the other party hereto shall have the right to terminate the Term immediately upon the delivery to such first party thereto of written notice of termination, which notice shall specify the facts giving rise to such termination right.

(c) *Effect of Expiration or Termination of the Term.* If the Term shall expire or shall be terminated, then (i) all of the rights and obligations of the parties hereto which are expressly limited to the period of the Term shall cease, and (ii) all of the rights and obligations of the parties hereto which are not expressly limited to the period of the Term shall survive.

7. **Confidentiality.** Each of the parties hereto acknowledges that, by virtue of its rights granted hereunder, such party may have access to certain confidential information of the other party hereto, including without limitation confidential information of Maptech regarding the function, operation, logic or structure of the Database and the related software. Accordingly, each of the parties hereto agrees that, except as expressly permitted herein, neither such party nor any of its officers, employees, agent or representatives shall, at any time, in whole or in part, directly or indirectly, either (i) use any of the other such party's confidential information for its, his or her own benefit or for the benefit of any other person, partnership, association, corporation, limited liability company or other entity, or (ii) divulge or disclose any confidential information of the other such party to any other person, partnership, association, corporation, limited liability company or other entity. As used herein, the term "confidential information" shall not be deemed to include, with respect to either party hereto, any information which (1) is or becomes publicly known through no wrongful act of the other such party hereto, (2) is rightfully received by such other party hereto from a third party without similar restrictions and without breach of this or any similar agreement, or (3) is furnished by such party to a third party without a similar restriction on the rights of the third party. Each party hereto agrees that, in the event of any breach of the terms of this Paragraph 7 by such party, the other party hereto shall be entitled to obtain injunctive relief against such party, without bond but upon due notice, in addition to such other relief as may appertain at law or in equity.

8. **Restriction on Similar Collaborations.** Maptech and USPS acknowledge and agree that the other party hereto would incur substantial damages if such party were to collaborate with any other similar or competing company or organization to produce a collaborative product or service which is substantially similar to the Website or to a New Product or a New Service covering United States waters. Accordingly, each of Maptech and USPS hereby covenants and agrees that, throughout the Term, it will not collaborate with any third party to produce a collaborative product or service which is substantially similar to the Website or a New Product or New Service covering United States waters.

**9. Remedies.** Each of the parties hereto agrees that damages alone could not adequately compensate the other party hereto in the event of such party's breach of any of its obligations set forth in Paragraph 7 or 8 above, Accordingly, each of the parties hereto agrees that in the event of any such breach by such party, the other party hereto shall be entitled to obtain injunctive relief against such breaching party, without bond but upon due notice, in addition to such other relief as may appertain at law or in equity. Obtainment of any such injunction shall not be deemed to be an election of remedies or a waiver of any right to assert any other remedy which may be available at law or in equity.

**10. Insurance.** Maptech shall maintain in effect, at its sole cost and expense, each of the following insurance coverages:

(a) Commercial General Liability (including products), with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, and umbrella/excess liability of \$5,000,000 per occurrence and annual aggregate;

(b) Professional Liability (errors and omissions) with limits of \$1,000,000 per claim and \$2,000,000 annual aggregate, and umbrella/excess liability of \$5,000,000 per claim and annual aggregate.

Maptech shall deliver to the USPS appropriate certificates of insurance, identifying LISPS as an additional insured and the certificate holder.

**11. Indemnification.** Maptech and USPS shall indemnify, defend and hold one another harmless as follows:

(a) Maptech shall indemnify, defend and hold USPS and its directors, officers, employees, representatives, successors and assigns harmless from and against any claims by third parties as to any and all loss, cost, damage, liability or expense (including without limitation reasonable attorneys fees, court costs, and other litigation expenses) incurred by any of such parties with respect to, in connection with, arising out of, or resulting from any breach by Maptech of any representation, warranty, covenant or agreement contained herein.

(b) USPS shall indemnify, defend and hold Maptech and its directors, officers, employees, representatives, successors and assigns harmless from and against any claims by third parties as to any and all loss, cost, damage, liability or expense (including without limitation reasonable attorneys fees, court costs, and other litigation expenses) incurred by any of such parties with respect to, in connection with, arising out of, or resulting from any breach by USPS of any representation, warranty, covenant or agreement contained herein.

**12. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY HERETO FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR GOODWILL, ARISING OUT OF OR RELATING TO THIS MOU OR ANY PARTY'S PERFORMANCE OF ITS DUTIES HEREUNDER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN, NEITHER PARTY HERETO MAKES ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PARTY HERETO HEREBY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

**14. Notices.** Any and all notices and other communications necessary or desirable to be served hereunder shall be in writing and shall be either sent by registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address for such intended recipient set forth below, or sent to facsimile telecopier to the intended recipient at the facsimile telecopier for such intended recipient set forth below. The addresses and facsimile telecopier's for the parties hereto are as follows:

(a) For communications to Maptech:

Maptech, Inc.  
10 Industrial Way  
Amesbury, Massachusetts 01913  
Attention: Dr. Mark A. Jadcowski

Facsimile Telecopier: (978) 792-1095

With an additional copy to:

Neal, Gerber & Eisenberg LLP 2 North  
LaSalle Street  
Chicago, Illinois 60602  
Attention: Bruce A. Fox, Esq.

Facsimile Telecopier: (312) 269-1747

(b) For communications to USPS:

United States Power Squadrons, Inc.  
1504 Blue Ridge Road  
Raleigh, North Carolina 27622  
Attention: Mary Catherine Berube, Director  
Attention: National Executive Officer

Facsimile Telecopier(888) 304-0813

or to such other addresses or facsimile telecopier numbers as either party hereto may designate for itself from time to time in a notice served upon the other party hereto in accordance herewith. Any notice sent by facsimile telecopier as provided above shall be deemed delivered when sent. Any notice sent by mail as provided above shall be deemed delivered on the second (2nd) business day next following the postmark date which it bears.

**15. Arbitration.** If any dispute shall arise between Maptech and USPS with respect to this MOU or the rights and obligations of the parties hereunder, then such dispute shall be submitted for binding arbitration by one (1) arbitrator. Such arbitration shall take place in the state and county of the party against whom the arbitration proceeding has been initiated. Such arbitrator may award any relief which he or she may deem fair and proper under the circumstances, including without limitation an award of money damages, specific performance and injunctive relief. The award and findings of such arbitrator shall be conclusive and binding on the parties hereto, and judgment upon such award may be entered by any court of competent jurisdiction. USPS hereby expressly consents and submits itself to the jurisdiction of any court of record located in the Commonwealth of Massachusetts for purposes of entering judgment upon the award of the aforesaid arbitrator, and Maptech hereby expressly consents and submits itself to the jurisdiction of any court of record located in the State of North Carolina for purposes of entering judgment upon the award of the aforesaid arbitrator. Either party hereto may initiate an arbitration proceeding hereunder. The arbitration award shall include an award to the prevailing party of its attorneys fees, costs and expenses of such arbitration proceeding.

**16. Severability.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof, and any such provision which is adjudicated to be invalid or unenforceable by a court of competent jurisdiction shall be severed from this MOU.

**17. Counterparts.** This MOU may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of an executed document by means of a facsimile telecopier shall be deemed adequate delivery and shall be effective for all purposes hereof

**18. Gender, Number and Headings.** The masculine, feminine or neuter pronouns used herein shall be interpreted without regard to gender, and the use of the singular or plural shall be deemed to include the other whenever the context so requires. The headings in this MOU are inserted for convenience of reference only and are not a part of this MOU.

**19. Relationship of the Parties.** Maptech and USPS shall be independent contractors, and nothing contained herein shall be deemed or construed to constitute either party hereto as the agent of the other party hereto or to create a partnership or joint venture between the parties hereto. Neither party hereto shall have any power whatsoever to obligate or bind the other party hereto in any manner.

**20. Force Majeure.** Neither party hereto shall be deemed to be in default of any provision of this MOU as a result of any delay or failure of performance which is a result of any war, fire, flood, hurricane, earthquake, sewal disturbance, act of any governmental authority or trade regulatory authority, strike, labor unrest, failure of supply, or any other cause beyond its reasonable control.

**21. Governing Law and Venue.** This MOU and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts, without regard to its conflicts of laws provisions. The parties hereto agree that any legal action which may be initiated to enforce rights hereunder shall be initiated in courts

located in Massachusetts, and each party hereby submits itself to the jurisdiction of such courts for such purpose.

**22. Waiver.** Failure to insist upon strict compliance with any of the terms or conditions contained herein shall not be deemed a waiver of such term or condition, nor shall any waiver or relinquishment of any right or remedy hereunder at any one or more times be deemed a waiver or relinquishment of such right or remedy at any other time or times.

**23. Benefit.** This MOU shall inure to the benefit of and be binding upon the parties hereto and their respective permitted assigns. Neither party hereto shall delegate any of its duties hereunder or assign any of its rights hereunder without the express written consent of the other party hereto.

**24. Entire Agreement.** This MOU contains the entire agreement between Maptech and USPS with respect to the subject matter hereof, and all prior negotiation, agreements and understandings are merged herein. This MOU may not be modified or rescinded except pursuant to a written instrument signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the day and year first above written.

**Original signed as follows (original on file at USPS HQ, Raleigh, NC):**

**MAPTECH, INC.**, a Delaware corporation

By: Mark A. Jadowski, Vice President Date: 12/15/05

**UNITED STATES POWER SQUADRONS, INC.**, a North Carolina corporation

By: C/C G. Leslie Johnson, SN, Chief Commander Date: 01/07/06

EXHIBIT A  
TO THAT CERTAIN  
MEMORANDUM OF UNDERSTANDING  
BETWEEN MAPTECH, INC. AND  
UNITED STATES POWER SQUADRONS, INC.

The form of End User License Agreement is attached hereto:

END USER LICENSE AGREEMENT

The following are the terms and conditions of a legal agreement between you and Maptech, Inc. ("Maptech"). BY EXPRESSLY AGREEING TO BE BOUND BY THIS END USER LICENSE AGREEMENT, OR BY OTHERWISE ACCESSING, BROWSING AND/OR USING THIS WEBSITE (THE "WEBSITE"), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS AND CONDITIONS AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THIS WEBSITE.

The material provided on this Website is protected by law, including but not limited to the United States Copyright Law and international treaties. This Website is controlled and operated by Maptech, in cooperation with United States Power Squadrons, Inc. ("USPS"), from Maptech's offices within the United States. Maptech makes no representation that materials in this Website are appropriate or available for use in other locations, and access to them from territories where their contents are illegal or otherwise regulated is prohibited. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

**1. Description of the Products.** This Website provides access to a variety of materials which are owned by Maptech or which are licensed to Maptech by third parties, including without limitation software, databases of map and chart data, databases of other data, text and photographs (all such materials are collectively referred to herein as the "Products"). Certain of the Products are owned by Maptech, and other Products are owned by one or more third parties, including without limitation one or more agencies or instrumentalities of the United States government or other governments, and licensed to Maptech for use as provided in this End User License Agreement. Your use of the Products is subject to all of the terms and conditions set forth herein.

**2. Grant of License.** Maptech hereby grants to you a non-transferable, personal, non-exclusive license to use the Products at this Website for your own benefit on a single computer and a single terminal. Maptech expressly reserves any and all rights which it may have in or to the Products which are not expressly licensed to you by Maptech hereunder, including but not limited to any and all copyrights, patent rights and other intellectual property rights. In no event shall you make use of any of the Products for commercial purposes, it being understood that your sole rights with respect to the Products shall be to use the Products for your own benefit and not for the benefit of any third party.

**3. Restrictions on Use of the Website and the Products.** The copyright in all of the Products and in all other material provided on this Website is held by Maptech or by the original creator of such material. Except as otherwise expressly stated herein, none of the Products or other material provided on this Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including without limitation electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of Maptech or the copyright owner. Permission is granted to you to display, copy, distribute and download the Products and other materials on this Website for personal, non-commercial use only, provided that you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. This permission terminates automatically if you breach any of these terms or conditions. Upon termination of this permission, you must immediately destroy any downloaded and printed Products and other materials from this Website. You also may not, without Maptech's permission, "mirror" any Products or other material contained on this Website or any other server accessed through this Website. Any unauthorized use of any Products or other material contained on this Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

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Copyright Agent  
Attn: Ross D. Emmerman, Esq.  
Neal, Gerber & Eisenberg  
Two North LaSalle Street  
Chicago, Illinois 60602  
Telephone: (312) 269-8000  
Facsimile: (312) 269-1747 Email:  
[renmermanangelaw.com](mailto:renmermanangelaw.com)



**10. Privacy.** As part of the operation of this Website, Maptech gathers certain types of information about users of this Website. This policy describes the types of information gathered, what is done with it, and how to correct or change the information. Maptech collects two types of personally identifying information from users who register at this Website or click on this Website: personal information (such as names and e-mail addresses) and aggregated information (such as information about how many users log into this Website on a daily basis, and other information about traffic patterns on this Website).

(a) Personal information is collected when users voluntarily provide personal information to Maptech, such as when they register, answer surveys, purchase items from Maptech, or register for contests and other promotional opportunities provided by Maptech.

(b) Maptech uses various methods to collect aggregated user information, such as information as to which pages users access or visit and information volunteered by users such as survey information and/or site registrations. For example, when you click on this Website, our servers log your IP address, which is a number automatically assigned to your computer whenever you're surfing the Internet. Maptech uses IP addresses for the purposes of system administration and to provide aggregated data to advertisers about the volume of use on this Website.

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**13. Miscellaneous Provisions.** Maptech reserves the right to change at any time without notice. This End User License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any principles of conflicts of law. If any provision hereof shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this End User License Agreement, and shall not affect the validity and enforceability of any remaining provisions hereof. The rights to use this Website granted to you hereunder are personal to you and are not subject to transfer or assignment. Any claim relating to this Website or its use shall be subject to the exclusive jurisdiction of the federal and state courts located in Illinois, and by your use of this Website you submit yourself to the personal jurisdiction of such courts.

EXHIBIT B

TO THAT CERTAIN

MEMORANDUM OF UNDERSTANDING

BETWEEN MAPTECH, INC. AND

UNITED STATES POWER SQUADRONS, INC.

The content specifications for the Database are attached hereto.

<b>Data Type</b>	<b>Data Theme</b>	<b>Benefit to boaters</b>	<b>Must Have</b>	<b>Additional Data</b>
Photos	Ground and Harbor Photos	Preview navigation aides, harbor entrances, landmarks and points of interest	GP, Name, and GPS name	Caption, credit
Facilities	Marina	Know where to find fuel, dock-and-dines, supplies, dockage, moorings	GP, Name and GPS name	Contact info, supplies, amenities, services, customer ratings
Facilities	Boat Yard	Know where to get repairs, parts, storage	GP, Name and GPS name	Contact info, marine brands, services offered, customer ratings
Facilities	Tow	Know where to get towing services	GP, Name and GPS name	Contact info, services offered, customer ratings
Access	Parks	Know location of coastal public recreation areas	GP, Name and GPS name	Description, contact phone
Access	Public Ramps and Hand Launch sites	Know where to launch	GP, Name and GPS name	Restrictions, conditions, parking, fees
Recreation	Artificial Reefs	Locate and identify fishing/diving areas	GP, Name and GPS name	Source, accuracy, depth, description

Recreation	Wrecks	Locate and identify fishing/diving areas	GP, Name and GPS name	Source, accuracy, depth, description
Amenities	Lodging	Locate and identify nearby onshore lodging	GP, Name and GPS name	Business name, contact info, description, customer ratings
Amenities	Provisions	Locate and identify nearby places to buy provisions	GP, Name and GPS name	Business name, type, contact info, description
Amenities	Eateries	Locate and identify nearby places to eat	GP, Name and GPS name	Business name, type, contact info, description, customer ratings
Amenities	Activities	Locate and identify nearby museums, theaters, sports, etc.	GP, Name and GPS name	Business name, type, contact info, description, customer ratings
Amenities	Medical	Locate and identify nearby hospitals and clinics	GP, Name and GPS name	Facility name, type, contact info, description
Amenities	Public Safety	Locate and identify nearby police stations and fire houses	GP, Name and GPS name	Station name, type, contact info, description

## EXHIBIT C

To that certain

Memorandum of Understanding

between Maptech, Inc. and

United States Power Squadrons, Inc.

The functional specifications for the Website are attached hereto.

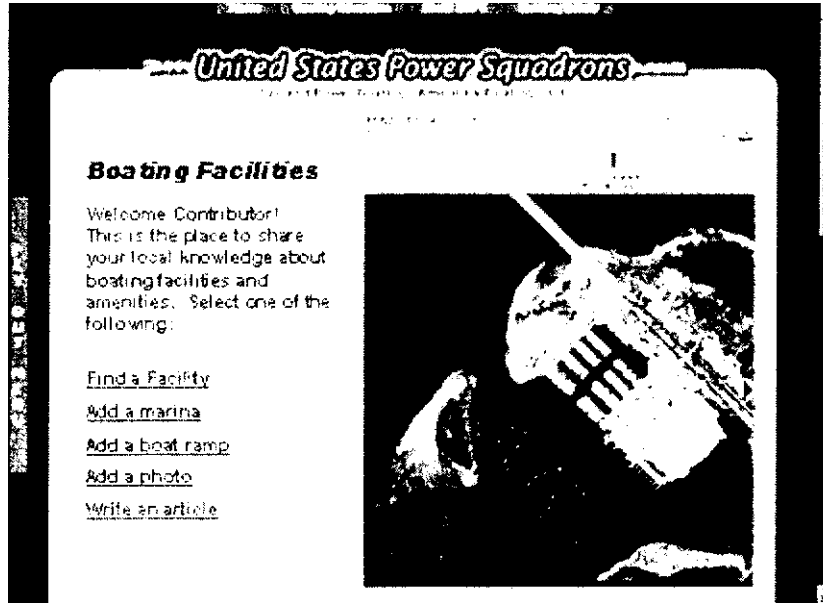
### A. General Public Graphical User Interface

1. Existing MapServer chart viewing functionality [pan, zoom, scale, select map type]
2. View facility location on top of chart/map/photo as hyperlink icon
3. Search function to find Harbor Information by facility name
4. Search function to find Harbor Information by geographic place name [proximity]
5. Search function to find Harbor Information by latitude/longitude [proximity]
6. View Harbor Information in formatted HTML style sheet [accessed by search or by clicking facility hyperlink icon]

### B. Website Content Entry Graphical User Interface

1. Accessible only through USPS Member Only log-in [controlled by USPS].
2. All general public graphical user interface functionality in Section A above.
3. Forms and functionality to permit a USPS Member to submit Harbor Information to the website, including but not limited to:
  - a. Fill out formatted entry forms for data, written content, pictures
  - b. Review the entry
  - c. Edit the entry
  - d. Submit for review by a moderator.

Example of Website Content Entry Graphical User Interface



### C. Moderator Graphical User Interface

1. Accessible only through USPS Moderator Only log-in [controlled by USPS].
2. All general public graphical user interface and website content entry functionality in Sections A and B above.
3. Forms and functionality to permit a USPS Moderator to review Harbor Information submitted by a USPS Member to the website, including but not limited to:
  - a. Review the entry.
  - b. Edit the entry.
  - c. Accept the entry.

EXHIBIT D  
TO THAT CERTAIN  
MEMORANDUM OF UNDERSTANDING  
BETWEEN MAPTECH, INC. AND  
UNITED STATES POWER SQUADRONS, INC.

Table of Milestones is attached hereto.

1. Database content specifications modified and refined.
2. Website functional specifications modified and refined.
3. Prototype Database operational.
4. Prototype Website operational.
5. USPS review of prototype Database and Website completed.
6. USPS training for Moderators and Ombudsman completed.
7. Database and Website operational.
8. Further Database and Website enhancements as agreed upon by the parties.



EXHIBIT E  
TO THAT CERTAIN  
MEMORANDUM OF UNDERSTANDING  
BETWEEN MAPTECH, INC. AND  
UNITED STATES POWER SQUADRONS, INC.

The list of Existing Products is:

Embassy Guide  
Waterproof Chart  
Waterproof Chartbook  
ChartKit  
Digital ChartKit  
Contour Professional  
Marine Navigator  
Chart Navigator  
Chart Navigator Pro  
i3  
Sea Ray Navigator  
Pocket Navigator  
Outdoor Navigator  
MapServer  
[www.maptech.com](http://www.maptech.com)  
[www.freeboatingcharts.com](http://www.freeboatingcharts.com)  
[www.freeboatingmaps.com](http://www.freeboatingmaps.com)  
[www.embassyguides.com](http://www.embassyguides.com)  
[www.outdoornavigator.com](http://www.outdoornavigator.com)

The Parties agree that the List of Existing Products above shall be automatically updated to include (1) all name changes to the products above, (2) all successor products to the products above, and (3) product bundling, where the above products are combined with each other or with other products, including name changes.

The List of Existing Services is:

Sales of Marine Facilities Data to Original Equipment Manufacturers (OEMs)

Sales of Marine Facilities Data to software Value Added Developers (VADs)