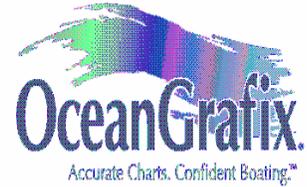




**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POWER SQUADRONS®
AND
OCEANGRAFIX LLC**



This Memorandum of Understanding (MOU) is between the United States Power Squadrons®, (hereinafter "USPS") a non-profit corporation organized under the laws of the State of North Carolina and qualified as tax exempt under Section 501(c)(3) of the Internal Revenue Code of the United States, and **OCEANGRAFIX LLC** (hereinafter "OceanGrafix"), a Minnesota company dedicated to producing charts and other related products that meet or exceed navigational standards and simplify the mariners' tasks.

In recognition of their respective outstanding past and present roles in the field of recreational boating and in furtherance of their mutual goals of encouraging and promoting recreational boating safety and enjoyment throughout the United States, USPS and OceanGrafix agree to work in close cooperation with each other according to the guidelines set forth below.

Now, therefore, the Parties agree as follows:

1. USPS shall have the following responsibilities:

- A. Continue to schedule and administer boating safety courses and civic service programs through the USPS administrative structure.
- B. Continue to conduct and administer USPS boating safety courses in accordance with U.S. Coast Guard-approved National Association of State Boating Law Administrators (NASBLA) course standards, guidelines, and requirements.
- C. Continue to conduct and administer USPS civic service programs, such as cooperative charting, vessel safety check, harbor watch, tidal current prediction quality assurance, promotion of boating safety, and weather watch, in close cooperation with and in accordance with standards established by the respective government agencies having oversight of such programs.
- D. Provide information to OceanGrafix in advance on the date, time, and location of boating safety courses and civic service projects, including the name(s) and contact information for the applicable USPS contact person(s) for such course(s) and projects where OceanGrafix support and partnering is requested.
- E. Utilize OceanGrafix-provided printed and audio-visual materials, in ways determined by USPS to be most appropriate, in the conduct of its boating safety courses and civic service projects. Request the assistance of OceanGrafix personnel and/or agents, when and where available and appropriate, in the promotion and conduct of such courses and projects.
- F. Publicly recognize in the promotion and conduct of boating safety courses and civic service projects, as and how deemed appropriate by USPS, the supportive and partnering efforts of OceanGrafix in encouraging and promoting recreational boating safety and enjoyment through the provision of up-to-date charts and related products.
- G. Designate a principal USPS point of contact to work directly with OceanGrafix in the national-level coordination of the mutual efforts of USPS and OceanGrafix under the provisions of this MOU. Where appropriate, designate USPS points of contact to work directly with OceanGrafix in the coordination of the mutual regional, state, and/or local-level efforts of USPS and OceanGrafix under the provisions of this MOU.
- H. Post on the USPS web site a copy of this MOU and a direct link to the OceanGrafix web site.

2. OceanGrafix shall have the following responsibilities:

- A. Provide and distribute to USPS squadrons, when, how and as deemed appropriate by OceanGrafix, and at no cost to USPS, suitable OceanGrafix printed and audio-visual materials for use by USPS squadrons in the conduct of their boating safety courses and/or civic service projects.
- B. Provide to USPS squadrons the name(s) and contact information for suitable OceanGrafix-affiliated personnel and/or agents to assist, as available, at no cost to USPS, and when and where requested by USPS, in the promotion and/or conduct of USPS boating safety courses and civic service projects in which OceanGrafix-provided printed and audio-visual materials are to be utilized.
- C. Post on the OceanGrafix web site a copy of this MOU and a direct link to the USPS public web site.
- D. Post on the OceanGrafix web site and other OceanGrafix-sponsored promotions of boating safety education and related civic service projects the date, time, and location of applicable USPS courses and projects and the designated USPS contact names and contact information for such events.
- E. Recognize on the OceanGrafix web site and in OceanGrafix' other recreational boating-related promotions, as and how deemed appropriate by OceanGrafix, the role of USPS in encouraging and promoting recreational boating safety and enjoyment.
- F. Indemnify and hold harmless United States Power Squadrons and its subordinate units from and against all losses, claims, damages, expenses, and/or liabilities that it/they may incur based on its/their use of any information, representations, reports, or data furnished to USPS or its subordinate units by OceanGrafix.

3. The Parties hereto shall have the following mutual responsibilities:

- A. Work together to support each other's recreational boating safety and enjoyment mission.
- B. Cooperate in the promotion of USPS boating safety courses and civic service projects, including the use, where appropriate, of USPS and/or OceanGrafix graphics, registered trademarks, logos, and other copyrighted materials in a manner that will preserve all the rights of the owners thereof and with the prior specific consent of the owners thereof.
- C. This Memorandum of Understanding shall become effective on the date of its execution by both Parties and shall remain in effect until its termination by either Party upon a 30-day written notice. This MOU shall be reviewed by the Parties every three (3) years in order to modify and/or update its content. It is understood and agreed by the Parties that this MOU represents the basic agreement between the Parties and that the Parties may, from time to time, enter into one or more separate joint-business-agreement(s) to promote, encourage, and motivate through various incentives the use by recreational boaters of each others products and services.
- D. Any amendments to this MOU are subject to the written agreement of both Parties.
- E. As a condition of this agreement, the Parties agree not to discriminate against any person because of race, color, creed, sex, religion, national origin, age, or disability.

IN WITNESS WHEREOF the said Parties have herewith set their hands and seals as of the date(s) below written.

For the United States Power Squadrons:

For OceanGrafix:

Chief Commander

President

Date

Date