

MEMORANDUM OF UNDERSTANDING
ROSE POINT NAVIGATION SYSTEMS
AND
UNITED STATES POWER SQUADRONS

THIS MEMORANDUM OF UNDERSTANDING is between Rose Point Navigation Systems, LLC, (hereinafter Rose Point) a Washington company and the United States Power Squadrons (hereinafter "USPS") a non-profit corporation 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.

WITNESSETH THAT:

WHEREAS, Rose Point as a leading producer of navigation software, 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 other 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 our Nation with basic and safe boating instruction, made locally available on a recurring basis, through its own public course development and teaching; and,

WHEREAS, Rose Point has offered to provide navigation software for USPS training, and

WHEREAS, USPS utilizes and instructs using navigation software. USPS and Rose Point wish to memorialize and build on the relationship established.

NOW, THEREFORE, the parties hereto agree as follows:

I. Rose Point shall have the following responsibilities:

Provision of Digital Chart training materials to USPS in the form of Coastal Express a basic navigation program based on Rose Point's Coastal Explorer software including selected features for training and selected charts, including USPS training charts in a master CD format for USPS courses for USPS reproduction and distribution, including to the U.S. Coast Guard Auxiliary and to Robert Sweet/McGraw-Hill for use with the book, *The Weekend Navigator*.

Assistance with and permission granted for USPS creation and use of printed and presentation training materials used in conjunction with provided Rose Point software and products.

Discounted Rose Point products to USPS squadrons for internal use and resale. Discounts and quantities to be determined by Rose Point. Assistance to USPS on the development and delivery of training materials as agreed by the parties.

Cooperation with USPS in topics relating to the development and improvement of navigation and charting products and promotion thereof to the appropriate authorities.

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

II. USPS shall have the following responsibilities:

Education of the public and members in the proper use of charts and related tools making appropriate use of the materials provided by Rose Point.

Dissemination of Rose Point supplied information to the squadrons of USPS regarding upgrading software, discounted products, features and benefits of additional Rose Point products and training materials.

Acknowledgement of Rose Points contributions, products, and assistance to the membership and public attending USPS education programs.

Assistance to Rose Point in the form of training programs for its staff, employees, and their families; and encouragement of Rose Point employees and families to become members of USPS having met the requirements for same.

Cooperation with Rose Point in topics relating to the development and improvement of navigation and charting products and promotion thereof to the appropriate authorities.

III. The Parties hereto further agree as follows:

A. To maintain open communication, cooperation and support in furtherance of their mutual goals and objectives.

B. That any amendment made to this Memorandum of Understanding must be with the written consent of all parties.

C. Neither party shall represent or speak for the other in any communications or presentation other than to identify the elements of this MOU.

D. That this Memorandum of Understanding shall become effective upon the date of its execution by both parties and shall remain in effect until terminated by either party upon thirty (30) days written notice. USPS will be permitted to utilize existing stocks of CDs and Rose Point training materials until supplies are exhausted, not to exceed 180 days.

E. That this Memorandum of Understanding contains the complete agreements and understandings of the parties hereto.

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

FOR ROSE POINT NAVIGATION:

Brad Christian, President

Date: Oct 23, 2009

FOR UNITED STATES POWER SQUADRONS:

Creighton Maynard, Chief Commander

Date: 12 October 2009