

14 JANUARY 2009

TECHNOLOGY LICENSE AGREEMENT

This Technology License Agreement ("AGREEMENT") is effective as of 12 December 2008 by and between NAL Research Corporation, a Virginia corporation, with principal offices located at 9300 West Courthouse Road, Suite 102, Manassas, VA 20110 ("NAL Research") and Monterey Bay Aquarium Research Institute, a private, non-profit research facility, with its principal offices located at 7700 Sandholdt Road, Moss Landing, CA 95039 ("LICENSEE"). NAL Research and LICENSEE may be referred to herein individually as a "party" and jointly as the "parties."

BACKGROUND

WHEREAS, NAL Research has rights in and to certain valuable technology relating to NAL Research satellite tracker series model A3LA and series model 9601 that operate on the IRIDIUM SYSTEM (as defined hereinafter);

WHEREAS, LICENSEE provides technical support to certain oceanographic research efforts that use NAL Research satellite trackers, and wishes to use the technology described in the foregoing paragraph to facilitate that support and for other purposes, as may be agreed from time to time between NAL Research and LICENSEE; and

WHEREAS, LICENSEE and NAL Research mutually desire to enter into a non-exclusive license agreement under which NAL Research would grant to LICENSEE certain rights in and to the NAL Research satellite trackers COMMUNICATION PROTOCOLS INFORMATION defined herein, based on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set out herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LICENSEE and NAL Research agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

Capitalized terms used in this AGREEMENT have the meanings set forth in this Article 1 of the AGREEMENT, or as defined elsewhere in this AGREEMENT.

1.1 "AFFILIATE" means, with respect to any PERSON, a PERSON that, directly or indirectly is controlled by, controls, or is under common control with such PERSON. As used in the preceding sentence, "control" shall mean and include, but not necessarily be limited to, (i) the ownership of 10% or more of the voting securities or other voting interests of any PERSON, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such PERSON, whether through the ownership of voting securities, by contract or otherwise.

1.2 "DESIGNED EQUIPMENT/SOFTWARE" means any newly developed SATELLITE TRACKERS or SOFTWARE designed or developed by LICENSEE under this AGREEMENT, and any

modifications to existing SATELLITE TRACKERS or SOFTWARE designed or developed by LICENSEE under this AGREEMENT.

1.3 "INTELLECTUAL PROPERTY CLAIM" means an intellectual property claim against NAL Research, relating in any way to the IRIDIUM SYSTEM, the NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS, the SATELLITE TRACKER TECHNICAL INFORMATION, any LICENSEE WORKS or any other technology, products or information licensed or provided in accordance with this AGREEMENT.

1.4 "INTELLECTUAL PROPERTY RIGHTS" means copyrights, patents (other than design patents), database rights and trade secret rights, including any registrations and applications with respect to any of the foregoing. INTELLECTUAL PROPERTY RIGHTS does not include rights in design patents, trademarks, trade dress or registerable industrial designs and the like rights involving trade identity.

1.5 "IRIDIUM SYSTEM" means the completely integrated satellite-based digitally-switched first generation telecommunication system once owned by Iridium Operating LLC and acquired by Iridium Satellite LLC as of December 11, 2000. IRIDIUM SYSTEM does not include and shall in no event be interpreted to include (i) any NAL RESEARCH SATELLITE TRACKERS, (ii) a SECOND GENERATION IRIDIUM SYSTEM or any other satellite system; or (iii) any TERRESTRIAL WIRELESS SYSTEM(S) or any SUBSCRIBER EQUIPMENT or other equipment for use in connection with any TERRESTRIAL WIRELESS SYSTEM.

1.6 "ISLLC" means Iridium Satellite LLC, a Delaware limited liability company.

1.7 "LICENSEE WORKS" shall have the meaning set forth in Section 2.6.

1.8 "NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS" means the INTELLECTUAL PROPERTY RIGHTS owned by NAL Research, arising out of SATELLITE TRACKER TECHNICAL INFORMATION. NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS specifically excludes any INTELLECTUAL PROPERTY RIGHTS relating to TERRESTRIAL WIRELESS SYSTEMS, automotive technologies, two-way radios and systems, semiconductor manufacturing, semiconductor structures, or semiconductor manufacturing processes.

1.9 "NAL RESEARCH SATELLITE TRACKERS" means, collectively and individually, the Satellite Tracker Series Model A3LA and Satellite Tracker Series Model 9601 that are operable on the IRIDIUM SYSTEM. SATELLITE TRACKERS specifically excludes any SUBSCRIBER EQUIPMENT that is operable on a TERRESTRIAL WIRELESS SYSTEM

1.10 "PERSON" means an individual, corporation, partnership, limited liability company, unincorporated association, trust, joint venture or other organization or entity, including any nation or government, foreign or domestic, any state or other political subdivision thereof and any agency or other entity exercising executive, legislative, judicial, regulatory or administrative functions of government, including, without limitation, all taxing authorities.

1.11 "PROPRIETARY INFORMATION" means information that the disclosing party, at the time of disclosure, identifies in writing as such by means of a proprietary legend, marking, stamp or positive written notice identifying such information to be proprietary. In order for information disclosed orally or visually by a party to this AGREEMENT to be PROPRIETARY INFORMATION protected hereunder, the disclosing party shall identify the information as proprietary at the time of disclosure and, within thirty (30) days after such visual or oral disclosure, reduce the subject matter of the disclosure to

writing, properly stamped with the proprietary legend, marking, stamp or other positive written notice, and submit it to the receiving party. Notwithstanding the foregoing, all SATELLITE TRACKER TECHNICAL INFORMATION shall constitute PROPRIETARY INFORMATION of NAL Research hereunder.

1.12 "SATELLITE TRACKERS" means, collectively and individually, the Satellite Tracker Series Model A3LA and Satellite Tracker Series Model 9601 that are operable on the IRIDIUM SYSTEM. SATELLITE TRACKERS specifically exclude any SUBSCRIBER EQUIPMENT that is operable on a TERRESTRIAL WIRELESS SYSTEM.

1.13 "SATELLITE TRACKER TECHNICAL INFORMATION" means the TECHNICAL INFORMATION specifically identified in Exhibit A, as Exhibit A may be modified from time to time in accordance with Section 3.2.

1.14 "SECOND GENERATION IRIDIUM SYSTEM" means (i) a complete satellite system that replaces in full the space-based components of the existing, first-generation IRIDIUM SYSTEM or that uses an air interface different from that described in Air Interface Specification document, SPC-E-0003.SYS; or (ii) a satellite system that does not completely replace the space-based components of the existing, first-generation IRIDIUM SYSTEM but comprises a derivative of the existing, first generation IRIDIUM SYSTEM that includes upgraded or enhanced hardware components that are significantly modified from their original form.

1.15 "SUBSCRIBER EQUIPMENT" means, collectively and individually, voice subscriber terminals (whether or not data capable) and paging equipment.

1.16 "TECHNICAL INFORMATION" means information and material, including confidential and trade secret information (in whatever form) and computer software, relating to NAL RESEARCH SATELLITE TRACKERS.

1.17 "TERM" shall mean the period that this AGREEMENT is in effect pursuant to Section 8.1.1.

1.18 "TERRESTRIAL WIRELESS SYSTEM(S)" means any terrestrial wireless communication system or equipment not incidental to a space-based commercial satellite communication system and any service provided using such a system or equipment. For the avoidance of doubt, TERRESTRIAL WIRELESS SYSTEM(S) specifically includes any equipment compatible with air interfaces for any of the following terrestrial wireless communication systems: IS-95 (CDMA), IS-136 (US TDMA), GSM, W-CDMA, CDMA2000 and iDen and future generations or evolutions of such systems.

1.19 "TRANSITION AGREEMENT" means that certain Transition Services, Products and Assets Agreement dated as of December 11, 2000 among NAL Research, ISLLC and Iridium Holdings LLC, as amended, supplemented or otherwise modified from time to time.

ARTICLE 2. GRANTS

2.1 License

2.1.1 Subject to Section 3.1 below, NAL Research grants to LICENSEE a non-exclusive, non-transferable, royalty-free (except as expressly provided herein), worldwide license

under NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS during the TERM to use and to modify the SATELLITE TRACKER TECHNICAL INFORMATION solely to

(a) support NAL RESEARCH SATELLITE TRACKERS for use solely in connection with the IRIDIUM SYSTEM, for oceanographic research.

(b) support NAL RESEARCH SATELLITE TRACKERS for use solely in connection with the IRIDIUM SYSTEM, for entities other than the agencies stated in 2.1.1(a), subject to NAL Research's prior written approval, which may be granted or withheld in NAL Research's sole discretion; and

(c) subject to ARTICLE 4, design, develop, make, have made, test, display, distribute, sell and support DESIGNED EQUIPMENT/SOFTWARE for use solely in connection with the IRIDIUM SYSTEM, for the purposes specified in Sections 2.1.1(a) and (b).

2.1.2 Subject to ARTICLE 4, NAL Research grants to LICENSEE a non-exclusive, non-transferable, worldwide license under NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS during the TERM to use and modify the SATELLITE TRACKER TECHNICAL INFORMATION solely to establish remote-controlled of NAL RESEARCH SATELLITE TRACKERS (including the software and firmware contained therein). LICENSEE covenants and agrees that it will indemnify, defend, protect and hold harmless NAL Research from and against all losses, damages, liabilities, actions, suits, proceedings, demands, assessments, adjustments, costs and expenses (including reasonable attorneys' fees and expenses of investigation) incurred by NAL Research, as applicable, as a result of or arising from any warranty claim asserted by any PERSON relating to any modified SATELLITE TRACKER TECHNICAL INFORMATION designed by or on behalf of LICENSEE. Such covenant, indemnification and hold harmless shall not apply if the underlying basis of the losses, damages, liabilities, actions, suits, proceedings, demands, assessments, adjustments, costs and expenses (including reasonable attorneys' fees and expenses of investigation) is a warranty claim against the NAL RESEARCH SATELLITE TRACKERS and not the modification made thereto.

2.1.3 NAL Research grants to LICENSEE a non-exclusive, non-transferable, worldwide license under NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS during the TERM and subject to the confidentiality provisions herein, to reproduce, modify and prepare derivative works of documents and software constituting part of the SATELLITE TRACKER TECHNICAL INFORMATION solely in connection with the exercise of the rights granted in Sections 2.1.1 and 2.1.2.

2.2 No Sublicenses LICENSEE shall have no right to sublicense any of the rights granted to it under this Agreement. The licenses granted in Section 2.1 do not grant LICENSEE the right to have any derivative works thereof made, reproduced or prepared by any third party.

2.3 Limitation to IRIDIUM SYSTEM For the avoidance of doubt, the licenses granted under this ARTICLE 2 are limited to the use and modification of SATELLITE TRACKER TECHNICAL INFORMATION in connection with SATELLITE TRACKERS for use on the IRIDIUM SYSTEM solely to the extent permitted under Section 2.1 and do not extend to the use and modification of SATELLITE TRACKER TECHNICAL INFORMATION in connection with any other fields, such as but not limited to, the cellular SUBSCRIBER EQUIPMENT not incidental to a space-based commercial satellite communication system, semiconductor, two-way radio or automotive fields. For the further avoidance of doubt, the licenses granted under this ARTICLE 2 do not extend to, encompass, or otherwise apply to any

equipment or portion of equipment compatible with air interfaces for any of the following wireless communication systems: IS-95 (CDMA), IS-136 (US TDMA), GSM, W-CDMA, CDMA2000 iDen or future generations or evolutions of such systems.

2.4 Ownership of NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS and SATELLITE TRACKER TECHNICAL INFORMATION As between the parties, NAL Research retains all right, title and interest in and to the NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS and the SATELLITE TRACKER TECHNICAL INFORMATION. This AGREEMENT does not and shall not be interpreted to grant LICENSEE any rights (i) to utilize NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS or the SATELLITE TRACKER TECHNICAL INFORMATION in any manner other than as expressly stated herein; or (ii) to make, sell, lease, or otherwise dispose of any SATELLITE TRACKERS or any other products or services for use in connection with TERRESTRIAL WIRELESS SYSTEMS except as expressly stated herein.

2.5 Third Party Intellectual Property NAL Research does not grant to LICENSEE any right or license to third party intellectual property, except as expressly provided in this AGREEMENT, and NAL Research has no obligation to provide any third party intellectual property to LICENSEE, except as expressly provided in this AGREEMENT. With respect to third party intellectual property:

2.5.1 It is LICENSEE's sole responsibility to obtain any and all third party licenses and consents necessary to possess, access, use or operate any third party intellectual property or SATELLITE TRACKER TECHNICAL INFORMATION used in, contained within, or used for support of the design, development, testing, use or support of NAL RESEARCH SATELLITE TRACKERS (collectively "THIRD PARTY CONSENTS").

2.5.2 NAL Research's license to LICENSEE to use or modify the SATELLITE TRACKER TECHNICAL INFORMATION is effective only to the extent that (a) no THIRD PARTY CONSENTS are required to grant such license or (b) LICENSEE secures the required THIRD PARTY CONSENTS.

2.5.3 LICENSEE shall not access, use or operate any intellectual property for which a THIRD PARTY CONSENT is required until such consent is obtained, and a copy forwarded to and approved by NAL Research. NAL Research shall notify LICENSEE promptly after learning that any such THIRD PARTY CONSENT is required.

2.6 Ownership of Modifications and Derivative Works All modifications to and derivative works of the SATELLITE TRACKER TECHNICAL INFORMATION created by LICENSEE ("LICENSEE WORKS") under this AGREEMENT shall be owned by LICENSEE, subject to NAL Research's and its licensors' rights and interests in the underlying works.

ARTICLE 3. DELIVERY; SUPPORT

3.1 Delivery NAL Research shall provide SATELLITE TRACKER TECHNICAL INFORMATION to LICENSEE to the extent that (i) LICENSEE reasonably needs such SATELLITE TRACKER TECHNICAL INFORMATION for the purposes set forth in Sections 2.1.1(a) through (c), and (ii) such SATELLITE TRACKER TECHNICAL INFORMATION is in NAL Research's possession.

3.2 Additional SATELLITE TRACKER TECHNICAL INFORMATION NAL Research may from time to time notify LICENSEE of any TECHNICAL INFORMATION (not already constituting SATELLITE TRACKER TECHNICAL INFORMATION) that NAL Research has received since the date hereof. The TECHNICAL INFORMATION listed in each such notice shall, at NAL

Research's option, be deemed added to Exhibit A and shall constitute SATELLITE TRACKER TECHNICAL INFORMATION for all purposes of this AGREEMENT.

3.3 Support NAL Research has no obligation to provide support or transition services under this AGREEMENT or to enter into any separate agreements therefor.

ARTICLE 4. DESIGNED EQUIPMENT/SOFTWARE

4.1 Conditions for Use on IRIDIUM SYSTEM Subject to Section 4.2, LICENSEE may use, or permit the use of, any DESIGNED EQUIPMENT/SOFTWARE on the IRIDIUM SYSTEM, provided that LICENSEE, at NAL Research's option, shall have certified to NAL Research in writing that such DESIGNED EQUIPMENT/SOFTWARE has been tested by LICENSEE and that it shall not adversely impact the IRIDIUM SYSTEM, and received NAL Research's written acceptance of such certification.

4.2 Fees NAL Research and its AFFILIATES shall have no obligation to permit any DESIGNED EQUIPMENT/SOFTWARE to operate on the IRIDIUM SYSTEM, to support any DESIGNED EQUIPMENT/SOFTWARE or any feature, function or service related thereto, or to modify the IRIDIUM SYSTEM to permit such DESIGNED EQUIPMENT/SOFTWARE or any such feature, function or service to operate on the IRIDIUM SYSTEM unless LICENSEE has agreed to pay a to-be-negotiated fee to NAL Research or to an AFFILIATE of NAL Research. LICENSEE and NAL Research agree to negotiate any such fee in good faith.

ARTICLE 5. PROTECTION OF INFORMATION

5.1 General The parties agree that during the term of this AGREEMENT, it may be necessary for each party to transfer PROPRIETARY INFORMATION to the other party.

5.2 Duty to Protect Each party will use the same reasonable efforts to protect the other's PROPRIETARY INFORMATION as it uses to protect its own, but will at least use reasonable care. Disclosure of such information shall be restricted to those individuals who have a need to know such information, and who have been made aware of and consent to abide by the restrictions herein concerning the use of such information.

5.3 Exceptions The obligation to protect PROPRIETARY INFORMATION, and the liability for unauthorized disclosure or use of PROPRIETARY INFORMATION, shall not apply with respect to such information which is now available or becomes available to the public without breach of this AGREEMENT; information lawfully received without restriction from other sources, including the U.S. Government; information known to the receiving party prior to disclosure; information published or disclosed by the disclosing party to others, including the U.S. Government, without restriction; information developed by the receiving party independent of and without use of the information disclosed by the disclosing party; or, information for which further use or disclosure by the receiving party is authorized in writing by the disclosing party.

5.4 Representatives The exchange of PROPRIETARY INFORMATION shall be made only between the following representatives of each party:

LICENSEE: Brett Hobson

MBARI
7700 Sandholdt Road
Moss Landing, CA 95039

NAL Research: Ngoc Hoang
Georgia Gaibrois

9300 West Courthouse Road
Suite 102
Manassas, VA 20110

Either party may designate one or more additional or replacement representatives by notice to the other party, given in accordance with the terms of this AGREEMENT.

5.5 Survival The obligations and provisions of this Article 5 shall survive the expiration and termination of this AGREEMENT for a period of five (2) years from the date hereof.

ARTICLE 6. REPRESENTATIONS; DISCLAIMERS

6.1 Representation and Limited Obligation Regarding TECHNICAL INFORMATION NAL Research makes no representations that the SATELLITE TRACKER TECHNICAL INFORMATION comprises all the technology or documentation necessary for LICENSEE or others to design, use, test or support SATELLITE TRACKERS or any other products or any other services. NAL Research has no obligation to identify or provide all items that could fall within the scope of the definition of TECHNICAL INFORMATION. Additionally, NAL Research has no obligation to document technology not already documented or to provide LICENSEE or others rights of access to or use of any technology not specifically licensed hereunder.

6.2 Warranty Regarding Right to Grant Licenses NAL Research represents and warrants that it has not sold, transferred or granted an exclusive or sole license in, any NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS necessary, to its knowledge, for LICENSEE to enjoy the benefits of this AGREEMENT. NAL Research further represents and warrants that it has the right to grant the licenses contemplated by this AGREEMENT.

6.3 No Other Warranty EXCEPT AS PROVIDED IN SECTIONS 6.1 AND 6.2, NAL RESEARCH MAKES NO REPRESENTATION OR WARRANTY REGARDING THE SATELLITE TRACKER TECHNICAL INFORMATION, ALL OF WHICH IS PROVIDED "AS IS". NAL RESEARCH WILL NOT PROVIDE ANY UPDATES, ENHANCEMENTS, EXTENSIONS, SUPPORT, ASSISTANCE, INSTALLATION, TRAINING OR OTHER SERVICES EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT. NAL RESEARCH SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 Limitation of Liability NOTWITHSTANDING ANYTHING THAT MAY BE TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES AND IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOST DATA, OR LOSS OF USE, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING UNDER FEDERAL OR STATE LAW, AND IRRESPECTIVE OF WHETHER THAT PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY

NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6.5 Exclusions Nothing contained in this AGREEMENT shall be construed as:

6.5.1 restricting the right of NAL Research, its licensors or any of their respective AFFILIATES to make, use, sell, lease or otherwise dispose of any particular product or products;

6.5.2 conferring any license or other right, by implication, estoppel or otherwise under any NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS, except as expressly granted herein;

6.5.3 conferring any license or right with respect to any trademark, trade or brand name, a corporate name of either party or any of their respective AFFILIATES, or any other name or mark, or contraction, abbreviation or simulation thereof;

6.5.4 imposing on NAL Research or any of its licensors any obligation to institute any suit or action for infringement of any NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS, or to defend any suit or action brought by a third party which challenges or concerns the validity of any NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS;

6.5.5 a warranty or representation by NAL Research that the use of the SATELLITE TRACKER TECHNICAL INFORMATION as contemplated herein, or any sale, lease or other disposition of SATELLITE TRACKERS or any other products or services will be free from infringement of any intellectual property rights;

6.5.6 imposing on either party any obligation to file any patent application or to secure any INTELLECTUAL PROPERTY RIGHTS or maintain any INTELLECTUAL PROPERTY RIGHTS in force; or

6.5.7 an obligation on either party to furnish any manufacturing or technical information under this AGREEMENT, except as the same is specifically provided for herein.

6.6 Cap on Liability

6.6.1 IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL NAL RESEARCH, ANY AFFILIATE OF NAL RESEARCH, ANYONE CLAIMING BY OR THROUGH NAL RESEARCH OR ANY SUCH AFFILIATE OR ANY THIRD PARTIES (INCLUDING, BUT NOT LIMITED TO, DIRECT OR INDIRECT CUSTOMERS OF OR VENDORS TO NAL RESEARCH) BE LIABLE TO LICENSEE OR ANY AFFILIATE OF LICENSEE, IN AN AGGREGATE CUMULATIVE AMOUNT IN EXCESS OF U.S. \$1,000,000 FOR ANY AND ALL COSTS, DAMAGES, CLAIMS OR LOSSES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PROVISION HEREUNDER, WHETHER PURSUED AS A BREACH (I.E., DEFAULT) OF THE AGREEMENT OR AS A TORT OR OTHER CAUSE OF ACTION, AND INCLUDING AN ACTION RELATING TO INDEMNIFICATION, IF ANY.

6.6.2 EXCEPT FOR OBLIGATIONS ARISING UNDER ARTICLE 7, IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL LICENSEE, ANY AFFILIATE OF LICENSEE, ANYONE CLAIMING BY OR THROUGH LICENSEE OR ANY THIRD PARTIES (INCLUDING, BUT NOT LIMITED TO, DIRECT OR INDIRECT CUSTOMERS

OF OR VENDORS TO LICENSEE) BE LIABLE TO NAL RESEARCH OR ANY AFFILIATE OF NAL RESEARCH IN AN AGGREGATE CUMULATIVE AMOUNT IN EXCESS OF U.S. \$1,000,000 FOR ANY AND ALL COSTS, DAMAGES, CLAIMS OR LOSSES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PROVISION HEREUNDER, WHETHER PURSUED AS A BREACH (I.E., DEFAULT) OF THE AGREEMENT OR AS A TORT OR OTHER CAUSE OF ACTION, AND INCLUDING AN ACTION RELATING TO INDEMNIFICATION, IF ANY.

6.6.3 Each party shall (a) use its reasonable efforts to mitigate the losses, damages, liabilities, actions, suits, proceedings, demands, assessments, adjustments, costs and expenses (including reasonable attorneys' fees and expenses of investigation), for which it seeks indemnification hereunder and (b) assign to the indemnifying party all of such party's claims for recovery against third parties as to losses, damages, liabilities, actions, suits, proceedings, demands, assessments, adjustments, costs and expenses (including reasonable attorneys' fees and expenses of investigation), whether by insurance coverage, contribution claims, subrogation or otherwise.

ARTICLE 7. INDEMNIFICATION

7.1 Indemnity LICENSEE shall defend, indemnify and hold harmless NAL Research and their respective AFFILIATES, directors, officers, employees or agents (each an "INDEMNIFIED PARTY," and collectively, "INDEMNIFIED PARTIES") from and against all claims, demands, suits, causes of action, legal and administrative proceedings, and pay all damages, costs and expenses (including without limitation reasonable attorneys' fees and expenses) paid incurred or suffered by any of the INDEMNIFIED PARTIES, attributable to any third party claims arising from (i) any LICENSEE WORKS or (ii) LICENSEE's use of the LICENSEE WORKS on or in connection with the IRIDIUM SYSTEM, but only to the extent that such third party claims are not based upon claims against the intellectual property licensed hereunder by NAL Research or could not otherwise have been asserted against the intellectual property licensed hereunder by NAL Research. Promptly after receipt by an INDEMNIFIED PARTY of a notice of any third party claim or the commencement of any such action or proceeding, such INDEMNIFIED PARTY must give notice thereof to LICENSEE as promptly as practicable; provided, however, that any delay by an INDEMNIFIED PARTY in giving such notice shall not constitute a breach of this AGREEMENT and shall not excuse LICENSEE's obligations under this Section 7.1 except to the extent, if any, that LICENSEE is prejudiced by such delay. Within ten (10) days after such notice, LICENSEE shall assume full control over the defense, investigation, settlement and compromise of any such claim and shall employ and engage attorneys of its choice reasonably acceptable to NAL Research to handle and defend the same, at LICENSEE's sole cost and expense. The INDEMNIFIED PARTY shall cooperate in all reasonable respects with LICENSEE and its attorneys in the investigation, trial and defense of such claim and any appeals arising therefrom; provided, however, that the INDEMNIFIED PARTY may, at its own cost and expense, participate through its attorneys or otherwise, in such investigation, trial, defense and settlement of such claim and any appeal arising therefrom. LICENSEE shall not settle or compromise any such claim that involves a remedy other than the payment of money without the prior written consent of NAL Research (which consent shall not be unreasonably withheld or delayed), including, any settlement or compromise involving any admission, finding or the like relating to the NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS, THE IRIDIUM SYSTEM, THE SUBSCRIBER EQUIPMENT TECHNICAL INFORMATION or any LICENSEE WORKS.

7.2 Control of Defense If LICENSEE does not assume full control over the defense of an INTELLECTUAL PROPERTY CLAIM pursuant to Section 7.1, then LICENSEE may participate in such defense, at its sole cost and expense, and the INDEMNIFIED PARTY shall have the right to defend,

settle or compromise the INTELLECTUAL PROPERTY CLAIM in such manner as it may deem appropriate, at the sole cost and expense of LICENSEE.

ARTICLE 8. GENERAL

8.1 Term and Termination

8.1.1 Term This AGREEMENT shall be effective upon the date hereof and shall continue in force through the date that is one year after the date hereof. Thereafter, this license shall automatically renew for additional one (1) year periods unless either party gives the other party notice of its intent not to renew no later than thirty (30) days prior to the expiration of the then-current term, unless terminated sooner by (i) the terms of this AGREEMENT or (ii) the mutual agreement of the parties.

8.1.2 Termination for Cause

(a) NAL Research shall have the right to terminate this AGREEMENT by giving written notice to LICENSEE at any time upon or after the occurrence of a filing of a lawsuit or commencement of an arbitration or other formal proceeding by LICENSEE that asserts an INTELLECTUAL PROPERTY CLAIM against NAL Research.

(b) Either party shall have the right to terminate this AGREEMENT by giving written notice to the other party at any time upon or after:

(i) the commencement by such other party of a voluntary proceeding concerning itself under any bankruptcy or insolvency law; or the commencement of any involuntary proceeding against such other party under any bankruptcy or insolvency law where a petition has not been dismissed within one hundred and twenty (120) calendar days after commencement; or a receiver or custodian is appointed for or takes charge of all or substantially all of the property of such other party and such receiver or custodian has not been dismissed within ninety (90) calendar days; or such other party has taken action toward winding up, dissolution, or liquidation of its business; or such other party has been adjudicated bankrupt or insolvent; or such other party has made a general assignment for the benefit of creditors; or

(ii) material failure of such other party to perform or comply with a provision of this AGREEMENT and such failure continues unremedied for a period of thirty (30) calendar days or more following notice from the non-breaching party of such failure.

8.2 Events Upon Termination Upon the termination of this AGREEMENT, LICENSEE shall cease use of the NAL RESEARCH INTELLECTUAL PROPERTY RIGHTS and SATELLITE TRACKER TECHNICAL INFORMATION and shall return all copies of the same to NAL Research. Each party shall deliver to the other party all PROPRIETARY INFORMATION of the other party (and all copies thereof) in its possession, or certify by written memorandum that all such PROPRIETARY INFORMATION has been destroyed, except that each party retain an archive copy to be used only in case of a dispute concerning this AGREEMENT, it being understood that this Section 8.2 shall not require NAL Research to return any TECHNICAL INFORMATION that LICENSEE has delivered to NAL Research pursuant to Section 2.6.

8.3 Survival Upon expiration or termination of this AGREEMENT, all obligations and duties that specifically extend beyond the expiration date shall survive.

8.4 Notices and Requests All notices required or permitted to be given under this AGREEMENT shall be in writing, shall make reference to this AGREEMENT, and shall be delivered by hand, confirmed email or facsimile transmission, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, and addressed to the parties at the address listed below. All notices shall be deemed served when verification of delivery has been received, as required by this Section 8.4. Either party may give written notice of a change of address and after notice of such change has been received, any notice or request shall thereafter be given to such party at the changed address.

If to LICENSEE:

MBARI
7700 Sandholdt Road
Moss Landing, CA 95039
Fax: (831) 775-1620
Attn: Brett Hobson

If to NAL Research:

NAL Research Corporation
9300 West Courthouse Road, Suite 102
Manassas, VA 20110
Fax: 703-392-6795
Attn: Ngoc Hoang

8.5 Governing Law Any claim arising under or relating to this AGREEMENT shall be governed by the internal substantive laws of the State of Virginia without regard to principles of conflict of laws. Each party hereto irrevocably submits to the exclusive jurisdiction of a state or federal court in the State of Virginia, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that the venue thereof may not be appropriate, that such suit, action or proceeding is improper or that this AGREEMENT may not be enforced in or by said courts, and each party hereto irrevocably agrees that all claims with respect to such suit, action or proceeding shall be heard and determined in such court. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

8.6 Export Neither party shall export from the U.S., either directly or indirectly, any SATELLITE TRACKER TECHNICAL INFORMATION or system or product incorporating the SATELLITE TRACKER TECHNICAL INFORMATION without first obtaining any required license or other approval from the U. S. Department of Commerce, U.S. Department of Defense, or any other agency or department of the United States Government. If either party exports any such materials from the United States or re-exports any such materials from a foreign destination, it shall ensure that the distribution and export/re-export is in compliance with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations. Neither party will, nor will it allow others to, export/re-export any technical data, process, SATELLITE TRACKER TECHNICAL INFORMATION, other information provided hereunder, or service, directly or indirectly, to any country for which the United States government or any agency thereof requires an export license, other governmental approval, or letter of assurance, without first obtaining such license, approval or letter.

8.7 Assignment This AGREEMENT shall be binding upon the parties and their respective successors and assigns. This AGREEMENT and/or the rights or obligations under this AGREEMENT may not be transferred or assigned by operation of law. Neither party may assign any or all of its rights or obligations under this AGREEMENT, in whole or in part, without the express written consent of the other party to this AGREEMENT, except that NAL Research may assign this AGREEMENT to an

AFFILIATE or a successor corporation or in connection with any merger, consolidation or sale of all or substantially all its assets to which it is a party.

8.8 Severability If any one or more provisions of this AGREEMENT are held for any reason to be invalid or unenforceable, the remaining provisions of this AGREEMENT will be unimpaired and the parties shall use good faith to negotiate a substitute, valid and enforceable provision that most nearly affects the parties' intention underlying the invalid or unenforceable provision.

8.9 Waiver and Modification Failure by either party to enforce any provision of this AGREEMENT shall not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this AGREEMENT shall be effective only if in writing and signed by both parties.

8.10 Relationship of the Parties Nothing in this AGREEMENT shall be construed as creating any partnership, joint venture, or agency between the parties. This AGREEMENT is the result of negotiation between the parties. Accordingly, this AGREEMENT shall not be construed for or against either party regardless of which party drafted this AGREEMENT or any portion thereof.

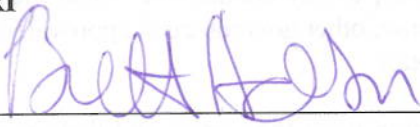
8.11 Entire Agreement The terms and conditions of this AGREEMENT, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter of this AGREEMENT, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties. The section headings contained in this AGREEMENT are for reference purposes only and shall not affect in any way the meaning or interpretation of this AGREEMENT. No oral explanation or oral information by either party shall alter the meaning or interpretation of this AGREEMENT. This AGREEMENT may be executed in two or more counterparts, all of which, taken together, shall be regarded as one and the same instrument. The following exhibits are attached hereto and incorporated herein:

Exhibit A SATELLITE TRACKER TECHNICAL INFORMATION

In witness of their agreement, the parties have caused this binding AGREEMENT to be executed below by their authorized representatives.

MBARI

NAL RESEARCH CORPORATION

By: 

By: _____

Name: Brett Hobson
Title: Development Engineer

Name: Ngoc Hoang
Title: President

Date: 12 December, 2008

Date: _____

EXHIBIT A

SATELLITE TRACKER TECHNICAL INFORMATION

Satellite Tracker formats for outgoing GPS reports, incoming remote updates and ping messages:

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