

EXHIBIT 1

to

**NON-PARTIES NATIONAL PROGRAMMING
SERVICE, LLC'S AND MICHAEL MOUNTFORD'S
"REPLY" TO PLAINTIFFS' "RESPONSE" TO
NATIONAL PROGRAMMING SERVICE, LLC'S
AND MICHAEL MOUNTFORD'S REQUEST FOR
HEARING AND SUPPLEMENTAL BRIEF**

Case No. 98-2651-CIV-Dimitrouleas/Seltzer

December 7, 2006 Declaration of Michael Mountford

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DECLARATION OF MICHAEL MOUNTFORD

I declare, under the penalties of perjury, the following:

1. My name is Michael Mountford. I am an adult, over the age of 18 years, and am competent to testify as to the following matters stated herein.
2. I am the Chief Executive Office of National Programming Service, L.L.C. ("NPS"). I was involved in the negotiation of the November 29, 2006 Satellite Transponder Service Agreement between NPS and EchoStar Communications Corporation ("EchoStar") (the "EchoStar Agreement").
3. In connection with the negotiation of the EchoStar Agreement and with NPS's due diligence and business evaluation of whether to attempt to take advantage of the business opportunity presented by the Permanent Injunction by leasing a transponder from EchoStar for the purpose of providing Distant Network Programming and other programming, NPS requested certain customer data from EchoStar. This data was provided pursuant to a Non-Disclosure Agreement. Exhibit A hereto.
4. As described in the Non-Disclosure Agreement, the customer data was provided to NPS for the "limited purpose of testing and building the Company's [NPS's] internal systems." Exhibit A at ¶ 1. The customer data provided to NPS included names, addresses, and telephone numbers. NPS needed this data in order to determine whether it made economic and business sense to enter the marketplace and to compete for the right to provide distant network (and other) programming to eligible former customers of EchoStar, as more fully discussed below.
5. It is my understanding that the data that EchoStar provided related to customers located in markets in which EchoStar does not provide any local network

programming and customers located in “short markets”—markets in which EchoStar does not provide local programming for all four of the networks. There was no reason for NPS to have data related to all of EchoStar’s customers because there was a limited market for distant network customers, and NPS did not receive such data. The data did not provide any information as to whether customers were, in fact, eligible to receive distant networks under the Satellite Home Viewer Act, as amended.

6. I was also involved in the negotiation of two agreements with Decisionmark Corp. (“Decisionmark”). First, as part of NPS’s due diligence efforts relating to the EchoStar Agreement—in particular, to determine an accurate list of “unserved” and eligible households to receive distant network signals pursuant to the Satellite Home Viewer Act—NPS entered into an “Agreement for Services” with Decisionmark on November 28, 2006 (Exhibit B hereto). Pursuant to the Agreement for Services, NPS provided a file of potential subscribers received from EchoStar for processing by Decisionmark according to the ILLR methodology to determine the eligibility of these subscribers to receive distant network signals pursuant to the Satellite Home Viewer Act, as amended. For each record processed, Decisionmark provided a determination for either a Grade A signal received, a Grade B signal received, or being an unserved household eligible to receive distant network signals.

7. NPS and Decisionmark initially determined that approximately 100,000 individuals in the data were not eligible to receive distant network programming.¹ Decisionmark then identified what services the remaining individuals might be offered by

¹ The exact results of Decisionmark’s analysis are confidential to NPS; accordingly, certain information has been redacted from Exhibit B. For clarity, however, Decisionmark determined that approximately 100,000 individuals in the data were ineligible prior to the execution of the Agreement at Exhibit B, and thus the numbers in the Agreement indicate this difference.

NPS. Only after Decisionmark's processing could NPS determine whether it made business sense to try to compete to serve these individuals, all of whom would soon have their distant network programming shut off as a result of the Court's injunction. NPS agreed to pay Decisionmark for its work; EchoStar had no involvement in (and did not pay for) the Decisionmark processing.

8. On November 29, after receiving and reviewing Decisionmark's analysis, NPS entered into an agreement with EchoStar to lease a transponder.

9. NPS also entered into a "Software License Agreement" with Decisionmark on November 28, 2006 (Exhibit C hereto), pursuant to which Decisionmark granted a license to NPS to use certain of Decisionmark's licensed products for determining eligibility to receive certain programming under the Satellite Home Viewer Act, as amended. In addition, Decisionmark agreed to provide NPS's call centers with the ability to submit waiver requests electronically to the appropriate network affiliated stations for those households who decided to seek a waiver. The term of the Agreement was for two years, commencing December 1, 2006, with the ability to extend for additional one year periods.

10. EchoStar did not provide any subscriber list to NPS through Decisionmark. EchoStar did not provide NPS with any analysis of whether EchoStar's customers are eligible to receive distant network programming. NPS, not EchoStar, solely determines whether any of NPS's customers are eligible to receive such programming.

11. NPS has not used the eligibility processing performed by Decisionmark to directly or indirectly contact any EchoStar customers. NPS has not provided any list of screened subscribers to EchoStar. If a former EchoStar customer contacts NPS, NPS may

access the batch file provided by DecisionMark to determine that customer's eligibility for distant network signaling.

12. NPS also has a contractual right under Exhibit C to query Decisionmark's eligibility database in real-time. However, as of 5 p.m., CST, December 5, NPS's ability to access the Decisionmark licensed products for eligibility determinations was terminated by Decisionmark. I am informed and believe that Decisionmark stopped providing services to NPS, despite the contract between Decisionmark and NPS, because Plaintiffs told Decisionmark that the services it was providing violated this Court's injunction against EchoStar and threatened Decisionmark with contempt proceedings if it continued to provide services to NPS.

13. As a result, NPS currently has no ability to determine the eligibility of subscribers to receive distant network signals pursuant to the Satellite Home Viewer Act in real time. NPS, therefore, is being harmed as the result of losing current and future customers and associated revenue, which is continuing day-to-day.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 7th of December, 2006, in Indianapolis, Indiana.


MICHAEL MOUNTFORD

EXHIBIT A
to
December 7, 2006
Declaration of Michael Mountford

Case No. 98-2651-CIV-Dimitrouleas/Seltzer

Non-Disclosure Agreement Between EchoStar
Satellite, LLC and National Programming Service, LLC

NON-DISCLOSURE AGREEMENT


THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into as of November 21, 2006 by and between EchoStar Satellite L.L.C. ("ESLLC"), having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112 and National Programming Service, LLC (the "Company"), having a place of business at 7999 Knue Road, Suite 200, Indianapolis, Indiana 46250.

In consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ESLLC and/or its Affiliates may from time to time (but shall have no obligation to) disclose to the Company certain customer data of ESLLC and/or its Affiliates (the "Confidential Information"). The Confidential Information may be used by the Company solely for the limited purpose of testing and building the Company's internal systems (the "Purpose"), and for no other purpose without the prior written consent of ESLLC, which consent may be withheld in the sole and absolute discretion of ESLLC for any reason or no reason. For the purpose of this Agreement, "Affiliates" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with a party.

2. This Agreement confirms the understanding between the parties concerning the Company's obligation of strict confidentiality with respect to all Confidential Information furnished by ESLLC and/or its Affiliates to the Company, and all information generated therefrom including evaluations thereof. The Company shall not use, lend, sell, lease, hypothecate, disclose or otherwise dispose of the Confidential Information, or any part thereof, in any form whatsoever, except as expressly authorized by this Agreement.

3. For a period of five (5) years from the date of disclosure of Confidential Information by ESLLC and/or its Affiliates to the Company, unless written consent is otherwise granted by ESLLC (which consent may be withheld in the sole and absolute discretion of ESLLC for any reason or no reason), the Company shall not disclose Confidential Information to any third parties, and the release, access to or use of disclosed Confidential Information shall be restricted only to those employees of the Company who have a bona fide need to know the Confidential Information ("Company's Representatives") in order for the Company in good faith to perform the Purpose. All of Company's Representatives shall be informed of the confidential nature of the Confidential Information and the restrictions of this Agreement. If the Company determines that it must consult third parties other than the Company's Representatives in order for the Company in good faith to perform the Purpose, all such third parties must enter into a separate agreement with the Company on substantially the same terms as this Agreement prior to any disclosure of any Confidential Information to such third parties by the Company. The Company shall also use the same degree of care to protect the secrecy and confidentiality of the Confidential Information as it uses to protect its own confidential information, and in all events at least a reasonable degree of care.



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4. All Confidential Information furnished by ESLLC and/or its Affiliates to the Company shall be used solely in order for the Company in good faith to perform the Purpose. All Confidential Information and any and all work product derived from or related to the Confidential Information, in any manner whatsoever, shall be the exclusive property of ESLLC. If requested by ESLLC, the Company shall immediately return to ESLLC the original and all copies of any Confidential Information in its possession. The Company shall only make a reasonable number of copies of the Confidential Information as may be necessary for the Company's Representatives in good faith to perform the Purpose. The Company shall not otherwise disclose, copy or reproduce any Confidential Information without first obtaining ESLLC's prior written consent, which consent may be withheld in the sole and absolute discretion of ESLLC for any reason or no reason. All copied or reproduced Confidential Information shall also be considered Confidential Information owned exclusively by ESLLC and shall be treated identically to any other Confidential Information in all respects. This Agreement shall not be construed as granting or conferring any interests or rights, by license or otherwise, to the Company in any Confidential Information disclosed hereunder.

5. The obligations imposed upon the parties herein shall not apply to Confidential Information which:

(a) becomes generally available to the public through no wrongful act of the Company (such wrongful acts include but are not limited to, a violation of a contract);

(b) is already lawfully in the possession of the Company and not subject to an existing agreement of confidentiality; or

(c) is released pursuant to the binding order of a government agency or a court so long as prior to any such release the Company provides ESLLC with the greatest notice permitted under the circumstances, so that ESLLC may seek a protective order or other appropriate remedy. In any such event, the Company will disclose only such Confidential Information as is legally required and will exercise reasonable efforts to obtain confidential treatment for any Confidential Information being disclosed.

6. No furnishing of Confidential Information and no obligation hereunder shall be construed to obligate ESLLC or its Affiliates to:

(a) enter into any further agreement or negotiation with or make any further disclosure to the Company;

(b) refrain from entering into any agreement or negotiation with any other third party regarding the same subject matter or any other subject matter; or

(c) refrain from pursuing its business in whatever manner it elects.

7. Company understands and acknowledges that the Confidential Information has been developed or obtained by ESLLC (and/or its Affiliates) through the investment of significant time, effort, and expense. Therefore, Company hereby covenants not to

Handwritten signature and initials, possibly "APM", located at the bottom right of the page.

misappropriate or use the Confidential Information for its competitive advantage or for any other reason other than the limited right to use such Confidential Information solely in order for the Company in good faith to perform the Purpose.

8. ESLLC and its Affiliates are not responsible or liable for any business decisions made or inferences drawn by the Company in reliance on actions taken or disclosures made pursuant to this Agreement absent a separate written agreement to the contrary. ESLLC and its Affiliates do not solicit any changes in the business practices of the Company. Discussions between the parties should not be construed as an encouragement for the Company to expend funds in the purchase, development or modification of any services, products or facilities.


9. Nothing in this Agreement is intended to or shall grant any interests or rights, by license or otherwise under any patent, copyright, trademark, service mark, trade name, trade secret or other intellectual property right of ESLLC or its Affiliates, nor shall this Agreement grant the Company any rights in or to the Confidential Information, except the limited right to use such Confidential Information solely in order for the Company in good faith to perform the Purpose.

10. No failure or delay by ESLLC in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

11. If either party institutes a legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to reimbursement by the non-prevailing party for all costs and reasonable attorney fees incurred in that action.

12. The Company recognizes that the unauthorized use or disclosure by the Company of any Confidential Information disclosed by ESLLC and/or its Affiliates would cause irreparable injury to ESLLC and its Affiliates. The Company agrees that ESLLC and its Affiliates shall be entitled to injunctive relief as well as reimbursement by the Company for legal and other expenses as a remedy to prevent or curtail any breach, threatened or actual. Such remedy shall not be deemed to be the exclusive remedy for the breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all prior or contemporaneous oral or written representations relating thereto. No agent, employee or representative of either party has any authority to bind such party to any affirmation, representation or warranty; and, unless such is specifically included within this Agreement, it shall not be enforceable by the other party hereto. In the event a court of competent jurisdiction finds any of the provisions of this Agreement to be so over broad as to be unenforceable, such provisions may be reduced in scope by the court to the extent it deems necessary to render the provision reasonable and enforceable. In the event that the provisions of this Agreement conflict with the provisions of any other agreement executed between the parties, this Agreement shall control, unless the parties specifically state otherwise in a signed writing.



14. Any notices required by this Agreement shall be in writing and shall be given by hand or sent by first class mail to the applicable address noted in the initial paragraph.

15. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed, interpreted and enforced in accordance with the laws of the State of Colorado and the United States of America. The federal and state courts in the State of Colorado shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits which may arise under or out of this Agreement. The parties voluntarily consent to the personal jurisdiction of, and waive any objection to venue in, such courts for such purposes.

16. This Agreement shall not be assigned by either party, except upon the prior written consent of the other party (which consent may be withheld in the sole and absolute discretion of the other party for any reason or no reason), except that ESLLC may assign this Agreement in whole or in part at any time to an Affiliate without the consent of the Company. The parties agree and acknowledge that neither: (a) a change in ownership of ESLLC as a result of a merger, consolidation, or reorganization; nor (b) the sale of all or substantially all of the assets of ESLLC shall be considered an assignment under this Section 16 requiring Company's consent and Company shall have no right to delay, alter or impede any of the foregoing transactions. Any assignment not in accordance with this Section 16 shall be deemed void.

17. This Agreement may be executed by facsimile and in any number of identical counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

18. The individuals signing this Agreement warrant that they are authorized, and by their signatures intend, to bind the entity for which they purport to act.


A handwritten signature in dark ink, appearing to be a stylized 'M' or 'W' followed by a flourish, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ECHOSTAR SATELLITE L.L.C.

By: _____
Name:
Title:

NATIONAL PROGRAMMING SERVICE, LLC

By: 
Name: Michael R. Munkford
Title: CEO


T&M

EXHIBIT B
to
December 7, 2006
Declaration of Michael Mountford

Case No. 98-2651-CIV-Dimitrouleas/Seltzer

“Agreement for Services” between
Decisionmark Corp. and National Programming Service, LLC

AGREEMENT FOR SERVICES

This Agreement for Services is made and entered into as of this 28 day of November, 2006 by and between **DECISIONMARK CORP.**, ("Decisionmark"), an Iowa corporation with its principal offices located at 818Dows Road SE, Suite 200, Cedar Rapids, Iowa 52403, and **NATIONAL PROGRAMMING SERVICE, LLC ("NPS")**, an Indiana Limited Liability company with its principal offices located at 7999 Knue Road, Suite 200, Indianapolis, Indiana 46250.

WHEREAS, NPS shall provide a file containing a List of subscribers to Decisionmark in order to process this List using the current Satellite Home Viewer Extension and Reauthorization Act (SHVERA) methodologies; and

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound thereby, agree as follows:

A - Processing of the List – Decisionmark will perform the following in processing the List:

- 1 - Determine the number of records that will be processed. For purposes of this Agreement, the total number of records to be processed is [REDACTED].
- 2 - Geocode each record to append a latitude/longitude coordinate. During this step, addresses will be cleansed and standardized.
- 3 - Each record will be processed using the proscribed ILLR methodology against Decisionmark's current broadcast tower database. For each record processed, Decisionmark will provide a determination for either a Grade A signal received (A), a Grade B signal received (B), or for being an unserved household (E or Eligible). Such designation will be provided for each relevant television network, ABC, CBS, Fox and NBC.
- 4 - Decisionmark will determine the number of records which contain at least one network designation of E. This number will be the basis for determining the processing fee.

B - Results of Processing – Decisionmark shall provide the following:

- 1 - Decisionmark will append to each record in the List the ILLR designation resulting from the processing for each television network, identification of any network affiliated station, and corresponding signal strength predictions for Grade A or Grade B designations. Decisionmark will retain the List for future processing, return the List to NPS, or both at NPS's discretion.
- 2 - Decisionmark will provide a summary of the results and tabulate counts of relevant data categories.

C - Fee for Processing - NPS shall pay the following:

- 1 - In consideration for the processing performed in Paragraph A above, NPS shall pay Decisionmark a fee of \$175 per one-thousand records processed. For purposes of this Agreement, the number of records to be invoiced for processing by Decisionmark is [REDACTED]. Therefore, NPS agrees to pay Decisionmark \$[REDACTED] for the aforementioned processing.

3 - Decisionmark shall invoice NPS in conjunction with delivery of the summary described in Paragraph B. NPS shall make payments according to the following schedule:

January 31, 2007
March 31, 2007
April 30, 2007

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ACCEPTED AND AGREED TO:

NATIONAL PROGRAMMING SERVICE, LLC

DECISIONMARK CORP.

By: [Signature]

By: [Signature]

Print Name: Jail K. [Signature]

Print Name: HERB [Signature]

Title: President & CEO

Title: VP of OPERATIONS

EXHIBIT C
to
December 7, 2006
Declaration of Michael Mountford

Case No. 98-2651-CIV-Dimitrouleas/Seltzer

Software License Agreement between
Decisionmark Corp. and National Programming Service, LLC

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made and entered into as of this **28** day of November, 2006 (the "Effective Date"), by and between **DECISIONMARK CORP.** ("Licensor"), an Iowa corporation with its principal offices located at 818 Dows Road SE, Cedar Rapids, Iowa 52403, and **NATIONAL PROGRAMMING SERVICE, LLC** ("Licensee"), an Indiana Limited Liability company with its principal offices located at 7999 Knue Road, Suite 200, Indianapolis, Indiana 46250.

RECITALS:

WHEREAS, Licensor, has designed, developed, and produced, and is the owner of the entire right, title and interest in and to, certain software (the "Licensed Software") and databases (the "Databases") as more particularly described on Schedule A attached hereto (the Licensed Software and Databases, collectively, the "Licensed Products"); and

WHEREAS, Licensee desires to obtain from Licensor, and Licensor desires to grant to Licensee, a non-exclusive license to sub-license the Licensed Products, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound thereby, agree as follows:

1. GRANT OF LICENSE.

1.1 **Grant of License.** Subject to the terms and conditions set forth in this Agreement (including, without limitation, the full payment of all license fees and other amounts due Licensor), Licensor hereby grants to Licensee during the term of this Agreement, and Licensee hereby accepts, a non-exclusive license (the "License") to use the Licensed Products for determining eligibility to receive certain programming under the Satellite Home Viewer Act, as amended (the "SHVA"). Use of the Licensed Products is allowed at Licensee's designated corporate call-center sites. Determining eligibility under the SHVA is the only permitted use of the Licensed Products. Except as expressly set forth in this Section 1.1, Licensee may not use the Licensed Products for any purpose whatsoever.

1.2 **Software Key.** Paragraph omitted because Licensor will be hosting the Licensed Products.

1.3 **Updates; Upgrades.** For purposes of this Agreement, "Licensed Software" shall include (i) any change, modification or other update of the Licensed Software made to correct an error (i.e., bug fix), defect or other problem and/or to maintain the operational quality of the Licensed Software (collectively, an "Update"), and (ii) a new release of the Licensed Software, or any part thereof, which adds new functionality or features to the last version of the Licensed Software, or a new release of the Databases resulting from a change in the SHVA or any judicial order or ruling pertaining to the SHVA (an "Upgrade"). For purposes of this Agreement, "Database" shall include any change, modification or other update of any Database (a "Database Update").

1.4 **Installation of Licensed Products.** Paragraph omitted because Licensor will be hosting the Licensed Products.

1.5 **Non-Exclusive Nature.** Licensee acknowledges and agrees that the License granted hereunder and the relationship between the parties is non-exclusive. Licensee further acknowledges and agrees that Licensor retains the right to grant similar licenses to use the Licensed Products to other persons and entities.

1.6 **No Sale and Purchase or Lease.** Notwithstanding anything to the contrary contained herein, the parties agree that this transaction is not a sale and purchase nor a lease of the Licensed Products.

2. **HOSTED SITE.**

Licensor will provide the Site that will be accessed from Licensee's call-center sites. Access to the Site will be available twenty-four (24) hours a day, seven (7) days a week, except for reasonable down time due to, but not limited to, maintenance, system failure and power failure. Licensor will notify Licensee within twenty-four (24) hours of scheduled maintenance, but cannot guaranty that unscheduled maintenance will not be necessary. Licensor will log all customer files transmitted from Licensee, and keep such logs for the Term of the Agreement. However, when the Agreement is terminated, Licensor shall deliver such log files to Licensee within the best means practicable.

3. **INTENTIONALLY OMITTED.**

4. **WAIVER REQUEST SYSTEM**

4.1 **Waiver Requests.** Licensor shall provide Licensee's call centers with the ability to submit waiver requests electronically to the appropriate network affiliated stations. Licensor will create and maintain a "waiver central" database specific to Licensee's waiver request activity. Licensee shall have access to this database on a daily basis. Licensee shall pay to Licensor the annual Waiver System Fee set forth on Schedule B attached hereto.

4.2 **Integration.** Licensor shall integrate the waiver request function into the Licensed Products, or other systems as requested by Licensee. Installation fees for such services shall be waived.

5. **INTENTIONALLY OMITTED.**

6. **LICENSE FEES; OTHER CHARGES; TAXES.**

6.1 **License Fees.** In consideration of the License and other rights granted by Licensor to Licensee hereunder, including the provision of any updates, Database updates and upgrades and the Maintenance Support Program ("MSP"), as defined in Section 8, Licensee shall pay to Licensor the License Fee and Hosting Fee as set forth on Schedule B attached.

6.2 **Installation Charges.** Charges in connection with the installation of the Licensed Products on Licensee's system or network shall be waived.

6.3 **Granted Waivers.** In consideration for Licensor identifying needed waivers, facilitating review of waiver requests, and compiling and reporting legitimate granted waivers, Licensee shall pay to Licensor the Granted Waiver Fee as set forth on Schedule B.

6.4 **INTENTIONALLY OMITTED.**

6.5 Other Charges. Except as otherwise set forth herein as to license fees, all fees, charges and expenses to be paid by Licensee pursuant to this Agreement are due and payable within thirty (30) days after Licensee's receipt of Licensor's invoice therefor. Licensor will invoice Licensee on a monthly basis. All amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month or at the highest contract rate allowed by law, whichever is less, from the date due until paid, which interest shall be added to the unpaid amount due and owing by Licensee to Licensor. In addition, Licensee agrees to pay all reasonable third party costs involved in collecting overdue amounts, including but not limited attorney fees.

6.6 Applicable Taxes. In addition to the fees and charges due hereunder, Licensee shall be liable for all local, state and federal sales, use, withholding, excise, personal property, value-added, or other similar taxes, assessments or duties which may now or hereafter be imposed upon this Agreement or which are based on or in any way relating to this Agreement, the Licensed Products, or any services related thereto, excluding, however, taxes measured on Licensor's income. Licensee shall pay or reimburse Licensor for any such taxes and Licensor may add such taxes to the invoices submitted to Licensee by Licensor as provided herein. Licensee agrees to indemnify Licensor as to all such taxes.

6.7 Complete Compensation. Licensor stipulates and agrees that all payment and compensation is expressly set forth in this Section 6 and Schedule C, it is entitled to no additional compensation, and such payment and compensation shall be Licensor's complete compensation for services outlined under this Agreement.

7. INITIAL TERM; RENEWAL TERMS.

Unless otherwise earlier terminated in accordance with the provisions of Section 16, the term of this Agreement shall commence upon the Effective Date and shall continue and remain in full force for a period of two (2) years from December 1, 2006 (the "Initial Term"). This Agreement may be extended for additional one (1) year periods by mutual agreement, provided either party shall give the other party at least ninety (90) days' written notice of it's desire to extend the Agreement and the other party agrees to such extension within thirty (30) days of receipt of such notice.

8. MAINTENANCE SUPPORT PROGRAM.

8.1 Maintenance Support Program. Support for the Site includes 99% website application availability (excluding scheduled downtimes where there is prior notification provided to Licensee staff). Ninety-nine percent availability is defined as an average of 15 minutes of downtime per day or 88 hours of downtime per year. Scheduled down-times will be performed during off-peak hours (to be determined by metrics collected by internal metrics collection / processing tools). The Site will be monitored electronically by internal site sentry tools that will generate automatic notifications to be sent to support personnel in the event of system malfunctions.

8.2 Problem Resolution. Upon notification of system issues, support staff members will respond in a timely manner to begin addressing the problem. Application outage signs will be posted. If the Site's functionality cannot be restored remotely, staff members will be dispatched onsite to deal with the equipment and services impacted. Notifications will be sent while staff is allowed 30-45 minutes for travel time.

8.3 Problem Notification. For unplanned down time of one (1) hour or longer, Licensor will provide Licensee a written report of the problem and its resolution. If two (2) of such instances of down time occur in a three (3) month period of time, at Licensee's discretion, Licensor will travel to Licensee's location to provide a problem resolution plan.

8.4 Updates; Upgrades. Licensor will use its best efforts to correct any errors in the most current version of the Licensed Software and Databases from time to time. Licensor shall also use its best efforts to ensure that the Licensed Software and Databases remain in compliance with the SHVA and all related rules and regulations of the Federal Communications Commission and judicial orders. Licensor shall permit Licensee to review any proposed modifications to the Licensed Products relating to the foregoing.

8.5 Telephone Support. Licensor shall provide telephone support to Licensee out of its service office in Cedar Rapids, Iowa Monday through Friday (holidays excluded) between the hours of 8:00 a.m., Central Time, and 6:00 p.m., Central Time, with respect to questions regarding the use of the most current version of the Licensed Products. Licensor shall maintain a competent staff for the efficient provision of such support to Licensee. Hours of service are subject to change at any time by Licensor upon reasonable notice to Licensee. This telephone support shall be available to Licensee at no cost beyond the fees set forth on Schedules B attached hereto.

8.6 No Additional Services. Licensor is under no obligation to provide any services to Licensee with respect to the Licensed Products in addition to those specifically set forth in this Agreement, and any agreements for same will be separate from and in addition to this Agreement at mutually agreed upon rates

9. PROPERTY RIGHTS; PROHIBITIONS AS TO LICENSED PRODUCTS.

The Licensed Products shall remain the sole and exclusive property of Licensor and, except for the license expressly granted herein, Licensee shall acquire no right or interest in such technology, proprietary information and intellectual property consisting of the Licensed Products. It is expressly agreed and understood that all information, lists and other compilations of, or relating to Licensee accounts, subscribers and customers (including prospective customers) is Confidential Information and proprietary information owned solely and exclusively by Licensee. Licensor shall acquire no right or interest in such Licensee Confidential Information and proprietary information and Licensor shall return such information within ten (10) days of receipt of request to return such information to Licensee. Notwithstanding anything to the contrary contained herein, Licensor does not own, and Licensee shall have no right or interest in, any third party data files used to prepare the Databases, including any United States Postal Service data files.

10. LIMITED WARRANTY AND DISCLAIMER.

THE LIMITED WARRANTIES CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES OF LICENSOR WITH RESPECT TO THE LICENSED PRODUCTS. LICENSOR SPECIFICALLY DISCLAIMS, AND LICENSEE RELEASES AND WAIVES, ALL WARRANTIES OF ANY KIND, EXPRESS (EXCEPT AS SET FORTH IN THE AGREEMENT) OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND PURPOSE OR ANY WARRANTY ARISING UNDER STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Without limiting the generality of the foregoing, Licensor does not warrant that the Licensed Software or any Database is accurate or will meet Licensee's requirements, will operate in any

combination that may be selected for use by Licensee or in combination with other software other than is currently being used by Licensee, or will operate uninterrupted or error free. Furthermore, Licensor does not warrant that all software errors, defects or inefficiencies can be corrected. Licensor makes no warranty as to the integrity of any data received from Licensee by Licensor and the results, capabilities, suitability, use or performance of the Licensed Products.

11. REPRESENTATIONS AND WARRANTIES.

Licensee and Licensor each represent and warrant to the other that: (i) it has the power and authority to enter into this agreement and to fully perform its respective obligations hereunder; and (ii) it has not and will not enter into an agreement or arrangement that will limit the full performance of its obligations hereunder.

Licensor represents and warrants that: (i) Licensor is a validly existing corporation organized under the laws of Iowa; (ii) Licensor has the power and authority to enter into this Agreement and to fully perform its obligations; and (iii) the individual executing this Agreement on behalf of Licensor has the authority to do so.

Licensee represents and warrants to Licensor that: (i) Licensee is a validly existing limited liability company organized under the laws of Indiana; (ii) Licensee has the power and authority to enter into this Agreement and to fully perform its obligations; and (iii) the individual executing this Agreement on behalf of the Licensee has the authority to do so.

Licensor warrants that it is the owner (or authorized licensee) of the Licensed Products and there are no claims, causes of actions, suits or proceedings relating to Licensor and/or the Licensed Products, pending or to the knowledge of Licensor, threatened against Licensor at law or in equity, before or by any federal, state, or other governmental entity that would adversely affect Licensee's use of the Licensed Products in accordance with their specifications and the terms of this Agreement. The use of the Licensed Products by Licensee in accordance with the terms of this Agreement will not violate or infringe any patent, copyright, trademark, service mark, trade secret or other proprietary interest of any other party. The execution, delivery and performance by Licensor of this Agreement and the delivery to and use of the Licensed Products by Licensee is in compliance with all applicable laws and any applicable approvals, licenses, orders and regulations. Licensor warrants that it has taken reasonable precautions to prevent the introduction into the Licensed Products of any "viruses," "time bombs," "trojan horses," "access keys" or other intentionally destructive, terminating, or disabling devices.

Licensor represents and warrants that the services shall be performed in a professional and workmanlike manner and in accordance with high industry standards.

12. LIMITATION OF LIABILITY.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR LICENSOR'S EXPRESS INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13, LICENSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY DAMAGES SUFFERED BY LICENSEE, ANY PARTY CLAIMING ON BEHALF OF OR THROUGH LICENSEE, OR ANY OTHER THIRD PARTY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY THEORY, IN NEGLIGENCE, OR OTHERWISE (INCLUDING DAMAGES RESULTING FROM PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT), SHALL BE LIMITED TO DIRECT DAMAGES.—UNDER NO CIRCUMSTANCES SHALL EITHER

PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY, THE PARTY ALLEGING INJURY, ANY PARTY CLAIMING ON BEHALF OF OR THROUGH PARTY, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, INCLUDING LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, OR DAMAGE OR DESTRUCTION OF DATA, EVEN IF THE CHARGED THIRD PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, THE PARTIES STIPULATE AND AGREE THAT ANY LIABILITY FOR COPYRIGHT INFRINGEMENT BASED UPON THE ALLEGED WRONGFUL RETRANSMISSION OF BROADCAST SIGNALS SHALL BE BORNE SOLELY BY LICENSEE.

13. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY.

13.1 Notification to Licensor. In the event Licensee has any knowledge of any infringement of, litigation instituted with respect to, or challenge to, the Licensed Products by any person, Licensee shall immediately notify Licensor. Additionally, in such event, upon written request from Licensor, Licensee shall immediately furnish to Licensor copies of all correspondence, notices, advertising, complaints, legal documents, and other written materials relating to any such infringement, litigation or challenge which it may have in its possession.

13.2 Investigation, Defense and Indemnification. Licensor agrees to investigate promptly and defend Licensee against any claim, demand, suit or action brought against Licensee based on any claim that the use by Licensee of the Licensed Products delivered by Licensor to Licensee infringes any existing United States patent, copyright, trademark, trade name, trade secret or other proprietary information of any third party, provided Licensee (i) provides timely notice of any such claim, demand, suit or action to Licensor, (ii) is not using the Licensed Products in an unauthorized manner, and (iii) agrees to reasonably cooperate with Licensor, at Licensor's expense. If all of the conditions in (i)-(iii) are met, Licensor agrees to assume the defense of such claim, demand, suit or action, with counsel of Licensor's choice, and indemnify and hold harmless Licensee from and against any and all damages and costs (including reasonable attorneys' fees) finally awarded and asserted by a court against Licensee as a result of any such claim, demand, suit or action; provided that Licensor will not be responsible for any damages or costs under any compromise made by Licensee without Licensor's written consent. In the event Licensor decides to assume the defense of any such claim, demand, suit or action and so indemnify Licensee, Licensee shall be bound by the terms of any settlement agreement entered into by Licensor, so long as such settlement provides a full unconditional release of Licensee and does not impose any obligations (financial or otherwise) on Licensee, without Licensee's prior written consent.

13.3 Non-Infringing Use. If, in Licensor's opinion, any of the Licensed Products are likely to become the subject of a claim for infringement or if, as a result of any such claim, demand, suit or action, Licensee is enjoined from using any of the Licensed Products, Licensor shall, at its own expense, (i) procure for Licensee the right to continue using such Licensed Product, (ii) replace the same with non-infringing software of equivalent function or performance, or (iii) modify such Licensed Product so that it becomes non-infringing. If none of these options is reasonably practical, Licensor may terminate this Agreement upon thirty (30) days' written notice, whereupon Licensor shall refund to Licensee that portion of the Sub-License Fee and Waiver System Fee paid by Licensee which is attributable to the remaining portion of the Initial Term or the Renewal Term, as the case may be, as full payment of all obligations of Licensor pursuant to this

Agreement; provided, however, such refund of the License Fee shall not terminate or otherwise alter Licensor's duty to indemnify Licensee pursuant to this Agreement.

13.4 **No Further Indemnity.** Licensor shall have no obligation with respect to any such infringement claim based upon Licensee's modification of the Licensed Products or their combination, merger, operation or use with equipment, data, software or other items not furnished by Licensor, provided such infringement would have been avoided but for such combination or merger.

14. **INDEMNIFICATION.**

Both parties agree to indemnify and hold harmless the other party, its officers, directors, shareholders, employees, agents, insurers, attorneys, successors, and assigns from and against any and all claims, demands, costs, losses, damages, liabilities, fines, penalties and expenses (including, without limitation, reasonable attorneys' fees) of any kind or nature whatsoever, whether imposed, incurred or asserted, arising out of or in connection with or resulting directly or indirectly from (i) a breach of the indemnifying party's representations, warranties and/or obligations under this Agreement, and (ii) any and all negligent, malicious or reckless acts and omissions of employees, or agents with respect to the Licensed Products, including, without limitation, any negligent or intentional misrepresentation of either party or the Licensed Products or the use, operation or possession of the Licensed Products by Licensee.

15. **PROTECTION OF CONFIDENTIAL INFORMATION.**

15.1 **Confidential Information.** It is understood that the information to be exchanged by the parties during the Term of this Agreement will include information proprietary to each party including, without limitation, trade secrets, procedures, systems, subscriber data and information, and business and marketing plans ("Confidential Information"). The parties agree that neither party shall disclose or permit to be disclosed the Confidential Information of the other to any third party for any reason whatsoever without the prior written consent of the originating party, and that the Confidential Information will not be used for any purpose other than as set forth in this Agreement. Each party shall make the Confidential Information of the other party available only to those of its employees having a "need to know" in order to carry out their functions in connection with the purpose stated in the recitals hereof. Each party also agrees to advise such employees of the obligation of confidentiality hereunder and shall require such employees to use the same degree of care as is used with such party's own Confidential Information. Neither party shall mechanically copy or otherwise reproduce the Confidential Information of the other party except to carry out its obligations under this Agreement. It is stipulated that disclosure of the other party's Confidential Information shall cause the non-disclosing party irreparable harm that cannot be adequately compensated by monetary damages and shall entitle the non-disclosing party to temporary, preliminary, and permanent injunctive relief in addition to any other rights and remedies it may have available. Notwithstanding the foregoing, disclosure of Confidential Information may be made, subject to an appropriate protective order, if necessary to enforce a party's rights under this Agreement, or if required by a court order or government agency, in which case any and all documents, information or other material disclosed shall be marked "confidential," and the disclosing party shall notify the other party of its intent to disclose the information and afford the non-disclosing party the opportunity to limit such disclosure.

15.2 **Specific Performance.** Both parties specifically agree that any breach of this Section 15 will result in irreparable injury to the non-breaching party and the non-breaching party shall be entitled (without the necessity of posting any bond or establishing the inadequacy of damages as a remedy) to specific performance and injunctive relief to correct and/or enjoin any such breach or threatened breach in addition to all other remedies which might be available.

16 TERMINATION OF AGREEMENT.

16.1 By Licensor or Licensee. This Agreement and the License and other rights granted hereunder may be terminated by Licensor or Licensee:

16.1.1 Pursuant to Section 13.3 as specified; or

16.1.2 immediately where the other party (the "breaching party") breaches any term or provision of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach from the non-breaching party; provided that any payment default shall be cured by Licensee within ten (10) days after written notice of such default from Licensor.

16.1.3 Upon thirty (30) days written notice to the breaching party in the event the breaching party breaches any of the provisions of Section 15. Upon receiving such notice, Licensee or Licensor shall have fifteen (15) days to cure any such breach.

16.1.4 A supervening legal impossibility (i.e. court order to cease and desist).

16.1.5 The Distant Network business becomes a non-viable business to Licensee at anytime after two (2) month's from the Effective Date.

16.2 Effect of Termination. Immediately upon any termination, cancellation or expiration of this Agreement or of any License granted hereunder for any reason:

16.2.1 all rights and Licenses granted to Licensee under this Agreement shall cease and terminate and Licensee shall have no right thereafter to use, and shall cease the use of, the Licensed Products or any portion thereof;

16.2.2 Licensee shall uninstall and return the originals of the Licensed Products and all copies thereof, in whole or in part, to Licensor;

16.2.3 Licensee shall pay to Licensor any and all undisputed outstanding fees, charges, payments and expenses due pursuant to this Agreement; and

16.2.4 Licensor may cease performance of all of Licensor's obligations hereunder without liability to Licensee, including the provision of any Updates, Database Updates and Upgrades and the MSP (which will cause the Licensed Software and the Databases to become dated and automatically rendered inoperable).

16.3 Certification by Licensee. Within forty-five (45) days following the date of termination, cancellation or expiration of this Agreement, Licensee shall, at the request of Licensor, certify in writing to Licensor its compliance with the provisions of Section 16.2.2

16.4 Survival. The provisions of Sections 6.7, 9, 10, 12, 13, 14, 15, 16.2, 16.3, 16.4, 19.4, 19.5, 19.6, 19.9 and 19.13 shall survive the termination, cancellation or expiration of this Agreement for any reason.

17. FORCE MAJEURE.

Neither party shall be liable to the other party for any delay or failure in the performance of its obligations under this Agreement or otherwise if such delay or failure arises from any

cause or causes beyond the control of such party including, without limitation, labor shortages or disputes, strikes, other labor or industrial disturbances, delays in transportation, acts of God, floods, lightning, fire, epidemic, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, an act of civil or military authority, sabotage, explosives, riots, insurrections, embargoes, blockades, actions, restrictions, regulations or orders of any government, agency or subdivision thereof (a "Force Majeure" event). This Section 17 shall not apply to any of the payment obligations of Licensee under this Agreement.

18. **INTENTIONALLY OMITTED.**

19. **MISCELLANEOUS PROVISIONS.**

19.1 **Entire Agreement.** This Agreement, including all of the Exhibits referenced herein and attached hereto (which shall be deemed incorporated herein by this reference), constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes, supplants, and renders null and void any and all prior and contemporaneous negotiations, discussions, proposals, agreements, understandings, representations or communications, oral or written, of the parties hereto with respect to the subject matter.

19.2 **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and permitted assigns.

19.3 **Amendment.** This Agreement may be amended only by a writing duly executed by the authorized representatives of the parties hereto which makes specific reference to this Agreement.

19.4 **Notices.** Whether expressly so stated or not, all notices, demands, requests and other communications required or permitted by or provided for in this Agreement (collectively, "Communications") shall be given in writing to the parties at their respective addresses set forth above in the first sentence of this Agreement, or at such other address as a party shall designate for itself in writing in accordance with this Section 19.4. Communications may be transmitted (i) by personal delivery, (ii) by delivery by messenger, express or air courier, or similar courier, or (iii) by delivery by United States first class certified or registered mail, postage prepaid. Except as otherwise provided in this Agreement, delivery or service of any Communication shall be deemed effective only upon receipt; provided, any Communication received after 5:00 p.m. local time of place of receipt, or on a day other than a business day, shall be deemed received on the next succeeding business day. Each party agrees to provide the other party at least ten (10) days advance notice of any change in its principal business location.

19.5 **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana, without regard to the choice of law provisions of that State.

19.6 **Arbitration of Disputes.** Except as otherwise expressly provided herein, all claims, disputes and other matters in question arising out of or relating to this Agreement, including the breach or interpretation hereof (collectively, "Disputes"), shall be resolved by arbitration in Iowa (if initiated by Licensee) Indiana (if initiated by Licensor) by an arbitrator. Either party may initiate arbitration by giving the other party written notice containing a brief description of the Dispute(s) to be arbitrated and the monetary amount involved. If the parties are unable to agree as to the settlement of the Dispute within ten (10) days of such written notice, then, within twenty (20) days of such written notice, each party shall select an arbitrator and the two arbitrators selected by the parties shall select a third arbitrator. Any arbitrator selected hereunder shall be a commercial person knowledgeable in data processing and the licensing of computer software. No

person shall serve as an arbitrator who has, or has had, any expectation of acquiring any business or financial relationship with either of the parties hereto or who has acquired from either party or any other source detailed prior knowledge of the matter in dispute. A decision by a majority of the panel of arbitrators, when reduced to writing and signed by the arbitrators, shall be final and binding upon the parties and judgment thereon may be entered by any court of competent jurisdiction. Any award of the panel of arbitrators shall include an award of reasonable attorneys' fees and costs and interest for such period as shall fully compensate the party in whose favor the award is entered for the loss of use of the funds in question. The parties shall use their best efforts to assure that all arbitration proceedings shall be held and conducted so that the panel's award shall be rendered in writing within sixty (60) days after the arbitration has been initiated. Any arbitration under this Agreement shall be subject to and conducted in accordance with the rules and procedures of the American Arbitration Association for commercial arbitration in effect at the time arbitration is initiated.

19.7 Assignment. Neither party may sell, assign or otherwise transfer the License, Licensed Product, or any rights or obligations under this Agreement to any third party unless it first obtains the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the above, no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition, or consolidation by the assigning party or an assignment to an entity under common control, controlled by or in control of the assigning party provided in either case, that the assignee entity assumes all of the obligations of the assignor entity in this Agreement.

19.8 Waiver. No party to this Agreement shall be deemed to have waived any of its rights, powers or remedies under this Agreement unless such waiver is expressly set forth in writing and signed by the waiving party. No written waiver of any provision of this Agreement shall be deemed to be, or shall constitute, (i) a waiver of any other provision of this Agreement, whether or not similar, or (ii) a continuing or subsequent waiver of the same or another provision of this Agreement. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of any such provisions, or in any way affect the validity of either party to enforce each and every such provision thereafter.

19.9 Captions. The captions and headings of Sections and subsections contained in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting this Agreement, and, therefore, such captions and headings do not define, modify, limit, describe or affect in any way the meaning or intent of this Agreement or any of its terms or provisions.

19.10 Gender, Etc. Whenever the context shall require, the use of the masculine gender herein shall be deemed to include the feminine gender and the neuter gender, and the use of the singular or the plural herein shall be deemed to include the plural or the singular, as the case may be.

19.11 Severability. If any Section or other provision of this Agreement, or the application of such Section or provision, is held invalid, then the remainder of this Agreement, and the application of such Section or provision to persons or circumstances other than those with respect to which it is held invalid, shall not in any way be affected or impaired thereby. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction or panel of arbitrators to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision. The parties agree to negotiate in good faith a substitute valid and enforceable provision that most nearly effects the parties' intent and to be bound by the mutually agreed substitute provision. Notwithstanding anything to the contrary contained

herein, if any of the provisions of Section 12 are found to be invalid, then the parties hereto agree to enter into such other agreement as will validly afford, to the greatest extent possible, the protection intended by that Section.

19.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument, and in making proof hereof it shall not be necessary to produce or account for more than one such counterpart.

19.13 Attorneys' Fees and Costs of Enforcement. The parties hereto agree that should it become necessary for any party hereto to employ an attorney to enforce any of its rights hereunder against any other party hereto, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement from the non-prevailing party of all costs and expenses, including reasonable attorneys' fees, costs of arbitration and court costs.

19.14 Remedies. All remedies shall be cumulative and not alternative and in addition to all other rights and remedies available in law and in equity.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the Effective Date.

NATIONAL PROGRAMMING SERVICE, LLC

By: 

Print Name: IAN K. PARVUCH

Title: President & CEO

"Licensee"

DECISIONMAKER CORP.

By: 

Print Name: HENRY SCOTT

Title: V. of Operations

"Licensor"

SCHEDULE A

Licensed Software, Databases and Restrictions on Use

A. Licensed Software

Longley-Rice Point-to-Point Software
QMS GeoStan and GeoServer Geocoding Software

B. Databases

Coronado Signal Area Database
GDT Geocoding Database (Provided with QMS Software)
Terrain Database

C. Restrictions on Use

Licensee agrees that, as to the Licensed Products:

They shall be used solely for determining subscriber eligibility related to the SHVA or subsequent legislation, or in order to comply with any judicial order or ruling pertaining to the SHVA or subsequent legislation, for the Licensee's distant network signals. Licensors will not be required to modify data or signal areas to meet with compliance criteria with regards to any changes requested by the Licensee or as a result of any private settlement.

SCHEDULE B

Fees

- A. **License Fees - Decisionmark Software and Databases** [REDACTED] per month
- B. **Waiver System Fee**
Included in License Fee above.
- C. **Hosting Fee** [REDACTED] per month
- D. **Granted Waivers** [REDACTED] per network
The Waiver Fee shall apply to all requests that are returned by the Waiver System as a
Granted Waiver, invoiced monthly.
- E. **MSP**
Included in above fees.

*Fees do not include any applicable sales tax.