Agreement No.
UNI2012-003

unisys

Weather Data Services and Products Agreement

Client Name and Mailing Address ("Subscriber")

DeTect, Inc.
1902 Wilson Avenue
Panama City, FL 32405
850-763-7200

This Agreement consists of the following documents (marked):

☒	WIS-001	Weather Services and Products Agreement, General Terms and Conditions
☒	WIS-001	ATTACHMENT 1 – DEFINITIONS
☒	WIS-001	ATTACHMENT 2 - NATIONAL WEATHER SERVICE STIPULATED REQUIREMENTS
☐	WIS-002	Supplement: Subscriber's Sale of Unisys Weather Data Services and Products
☐	WIS-006	Supplement: Special Provisions and Exceptions
☒	WIS Schedule 1	Weather Products, Services, and Software Pricing
☐		Unisys Weather Bulletins

THIS AGREEMENT is between the Subscriber and Unisys Corporation, a Delaware Corporation acting through its Weather Information Services, 2476 Swedesford Road, Malvern, PA 19355 ("Unisys").

I. Parties

Unisys designs, manufactures and sells computer equipment and related products, develops and licenses computer programs and provides related personnel and electronic data services. Subscriber is in the business of using and/or re-marketing electronic Weather Data or systems as defined herein. Each party represents that it is engaged in the business described herein and that it has all rights and authority to enter into this Agreement and undertake the obligations contained herein.

II. Scope of this Agreement

Subject to the terms and conditions of this Agreement, including the *Supplements, Schedules, Exhibits,* and *Attachments* referenced herein, Unisys agrees to sell and Subscriber agrees to purchase products and services (as defined herein) during the term of this Agreement.

III. Entire Agreement

This Agreement, including any *Supplements* and *Schedules* attached hereto, any documents referenced explicitly herein, the *Exhibits* referenced herein, and Unisys Weather Information Services price and policy bulletins (*Bulletins*) as attached contains the entire understanding and agreement of the parties with respect to the matters contained herein and supersede any prior oral or written agreements relating to the subject matter hereof. Only a writing signed by an authorized representative of each party may modify this Agreement. The duly authorized representatives of Unisys are individuals with the title of Vice President of Contracts, Director of Contracts, or Manager of Contracts. Additional *Supplements* to specify products and services may be added from time to time as such products and services are offered by Unisys.

The parties acknowledge they have read and understand this Agreement (pages 1 through 9, including all *Attachments, Supplements* and *Bulletins as attached*) and are not entering into this Agreement on the basis of any representations not expressly set forth herein.

Agreed and Accepted: Unisys Corporation	Agreed and Accepted: Client ("Subscriber")
(Signature) (Date)	(Signature) (Date)
Jeffry J. Martin	**Gary W. Andrews**
(Printed/typed name)	(Printed/typed name)
Sr. Contracts Manager	**General Manager**
(Title)	(Title)
703.439.5350	**850-763-7200**
(Telephone number) (Fax number)	(Telephone number) (Fax number)

1. DEFINITIONS

The definitions contained within *Attachment 1, Definitions* shall be incorporated by reference into this Agreement and be controlling on all matters of interpretation.

2. PRECEDENCE

In the event of any conflict between the terms of this Agreement and any supplements which may have been executed by the parties, resolution of such conflict shall be determined by giving precedence to the terms of these documents in the following order: (i) any *Bulletins* attached hereto or otherwise agreed to by the parties; (ii) *Document Number WIS-006, Supplement: Special Provisions and Exceptions*; (iii) *Document Number WIS-002, Supplement: Subscriber's Sale of Unisys Weather Data Services and Products*, (iv) *Document Number WIS-001, Weather Data Services and Products Agreement, General Terms and Conditions*.

3. TERM OF AGREEMENT

a) This Agreement shall become effective when signed by duly authorized representatives of both parties ("Effective Date") and will continue in effect until terminated according to its terms.

b) The term of this Agreement shall be from the Effective Date until July 31, 2013, unless earlier terminated pursuant to Article 17 ("the Initial Term").

c) This Agreement shall automatically renew for successive one-year periods commencing August 1, 2013 without the action of either party. The Initial Term and any renewal terms shall be referred to herein as the "Term". This agreement may be terminated if either party provides one hundred twenty (120) days advance written notice to the other party

4. ORDERING PROCEDURE

a) All references to Products and services in this Agreement are to the Products and services listed on any attached *Schedules* and *Supplements* and on any Subscriber purchase order submitted to and accepted by Unisys pursuant to Section 4.b) below and to any Products and services supplied by Unisys with such listed Products and services.

b) All orders issued by Subscriber will be in writing, will refer to this Agreement, and will be forwarded to Unisys at the address shown *on the Agreement cover page*. Purchase orders are for the purpose of identifying types and quantities of Products to be shipped and requesting delivery times. Subscriber's orders must reference this Agreement and only the terms of this Agreement will apply to such orders. Any additional terms and conditions contained on any purchase order or other Subscriber document is of no force or effect, and Unisys hereby gives notice of objection to such additional terms. Orders will bind Unisys only when accepted by written confirmation. The receipt or deposit by Unisys of a Subscriber down payment will not constitute acceptance of an order. Any down payment received from Subscriber will be returned if the order is not accepted by Unisys.

c) For orders canceled, rescheduled or otherwise changed by Subscriber, Unisys may impose a reasonable cancellation, rescheduling, or change fee.

d) Delivery dates in orders or acknowledgments are estimates only. Unisys will not be liable for late delivery. With Subscriber's prior approval, Unisys may make partial deliveries of Subscriber's orders, which deliveries will be invoiced and paid when due without regard for subsequent deliveries.

e) Unisys will package and ship Products in accordance with its standard practices described in Article 5, below.

f) Unisys may substitute Products of equivalent or superior functionality and performance in the event that any of the Products ordered are not available at the time of shipment, with prior approval.

g) Unisys may delete any Product or Weather Data Service at any time after 90 days written notice to Subscriber. Unisys may add computer hardware and software products at any time upon written notice to Subscriber. All such added products will be Products as defined herein. Subscriber may delete any added Products at any time upon written notice to Unisys.

5. PRODUCT DELIVERY AND INSTALLATION

a) Unisys will arrange for and select the means for delivery of Products, and Subscriber will pay for transportation in accordance with the Unisys published transportation charges in effect at the time of delivery or, if Unisys has not published any such charges, Subscriber will pay Unisys for all insurance, warehouse, transportation charges, and other costs actually incurred. Subscriber will also pay for all cables and site-specific installation materials required to install the equipment at Subscriber's designated site.

b) Unisys will deliver ordered Products only to the locations specified in Subscriber's order unless otherwise agreed on the order acknowledgment. Risk of loss and damage will pass to Subscriber upon shipment to Subscriber's location. The Products will be deemed accepted if Subscriber does not give Unisys written notice of rejection within 30 days after the receipt of the Product by Subscriber.

c) Unisys will provide Subscriber with one copy of the then-current user documentation, in paper or electronic form , for use with the Products ordered and environmental specifications for equipment, where applicable. Prior to delivery of equipment, Subscriber shall be responsible for the preparation of the designated installation site and Subscriber will continue to maintain the installation site in accordance with such specifications.

d) Subscriber shall be responsible for installation of all items of Equipment ordered pursuant to this Agreement.

e) Subscriber may arrange for installation by Unisys of Subscriber installable Products, subject to the then-current standard Unisys charges and conditions.

f) If additional labor and rigging is required for installation due to Subscriber's special site requirements, Subscriber will pay those costs including costs to meet union or local law requirements.

6. WEATHER DATA SERVICES DELIVERY AND INSTALLATION

6.1 Delivery of Weather Data Services:

a) Unisys shall make Weather Data Services available to Subscriber through the selected communications method(s) as indicated in the order.

b) Unisys grants to Subscriber the right to use Weather Data Services for Subscriber's own internal commercial use, which may consist of engineering development, flight operation, research, education, or forecasting services, upon the condition that Subscriber has ordered (as indicated in the attached schedules or through Subscriber's supplemental purchase order) such Weather Data Services for its internal use pursuant to the pricing and additional terms set forth herein.

c) Unisys shall not intentionally delay its data transmissions to Subscriber beyond any delay that may already be identified to Subscriber (e.g., one-hour-old weather data, etc.). Subscriber shall acquire at Subscriber's expense the equipment to be used on Subscriber's premises; and Subscriber is responsible for: (i) any modification to the Subscriber's network; and (ii) the development of any software necessary to implement (i.e., collect, store, process, enhance, display, distribute, print, etc.) Weather Data Services and Products on Subscriber's network.

6.2 Adjustments to Weather Data Services:

a) Unisys retains sole right and discretion to periodically adjust the content of Weather Data Services or its associated scheduling.

b) Unisys shall notify Subscriber of its intention to terminate product transmission of any Product or Weather Data Services covered by this Agreement with at least thirty (30) days written notice, unless such notice is not possible or practical. Said termination shall require one of the following events: (i) Subscriber's written consent, (ii) physical impossibility of performance, resulting from damage to, or unavailability of, the originating data provider's equipment or distribution network, or (iii) termination, expiration, or other cancellation of Unisys right to provide such Product or Weather Data Service.

7. PRICES AND DISCOUNTS

a) Prices for Weather Data Services and Products (including charges for Software Products) and documentation will be Unisys commercial list prices (US) in effect on the date Unisys accepts Subscriber's order, less any applicable discounts. Unisys may revise its list prices (US) at any time upon written notice to Subscriber. If Subscriber's actual price after discount for a Product or Weather Data Service is increased by such a revision or revisions, then Unisys shall give Subscriber at least sixty (60) days prior written notice of such revision or revisions with respect to the affected Product or Weather Data Service. Subscriber will be notified of price revisions by written notifications issued by Unisys.

b) Prices do not include, and Subscriber is responsible for, any import duties, any sales, withholding, use, inventory, value added and similar taxes, including property tax for Products and other items. Unless otherwise, prices are F.O.B. point of shipment to Subscriber.

7.1 Price Protection:

a) Any price increase will apply to orders received after its effective date and to all orders received before its effective date but scheduled for delivery more than sixty (60) days after such date. In the event of an increase in prices by Unisys, Subscriber may cancel an affected order prior to shipment.

b) Exclusive of Third-Party Products, the price of Weather Data Services shall remain unchanged for the duration of the term of this Agreement, except for annual adjustments at Unisys option to recover increased charges by Unisys vendors supplying communications and/or weather data. Unisys shall provide thirty (30) days notice of any price change. The Subscriber may cancel its access to that particular Weather Data Service that has a price increase after thirty (30) days notice to Unisys and shall not have any further payment obligations or penalties pursuant to that portion of the agreement.

8. PAYMENT TERMS AND SECURITY INTEREST

8.1 General provisions:

a) Software fees shall be invoiced upon shipment.

b) Equipment shall be invoiced one hundred percent (100%) upon shipment of the Equipment.

c) Technical Assistance Fees shall be invoiced monthly.

d) Maintenance Fees shall be invoiced annually, in advance.

e) Weather Data Services shall be invoiced monthly in advance.

f) Subscriber shall pay all invoiced amounts within thirty (30) days of receipt of any invoice.

g) Unisys may impose a late payment charge equal to the lesser of (i) 1½% per month of the outstanding amount due, or (ii) the maximum rate allowed by law. If Subscriber becomes delinquent in the payment of any amount due, Unisys may suspend performance of its obligations under this Agreement until such delinquency is remedied.

h) Unisys may suspend Weather Data Services or Weather Product support if any payment under this Agreement is more than thirty (30) days past due.

i) Charges for changes, rescheduling or cancellation fees, and for other items or services will be invoiced as incurred.

j) For all payments under Ten Thousand United States Dollars ($10,000.00), the Subscriber shall render payment with a valid credit card within thirty (30) days of receipt of any invoice for existing orders. Only Mastercard and VISA Credit Cards will be accepted.

k) For all new orders under Ten Thousand United States Dollars ($10,000.00), payment must be made with a valid credit card prior to the delivery of product or services from Unisys.

8.2 Technical Assistance Fees:

Upon mutual written agreement, fees for technical assistance for services including, but not limited to, interpretation of Unisys supplied documentation, implementation details of satellite distribution systems, or any other technical assistance required by subscriber to implement Subscriber systems shall be invoiced at the per hour rate stipulated in a written agreement.

Other Fees Due Unisys:

Subscriber shall pay all applicable fees, if any, as indicated in *Supplement WIS-006, Special Provisions and Exceptions*.

9. Subscriber's Operational Responsibilities

a) Subscriber shall adhere to the requirements enumerated in *Attachment 2*, National Weather Service Stipulated Requirements.

b) Subscriber acknowledges it has independently determined that the Products, Weather Data Services and other services ordered under this Agreement meet its requirements.

c) Subscriber has sole responsibility for use of the Weather Products and Weather Data Services, including operating procedures, audit controls, accuracy and security of input and output data, restart and recovery routines, and other procedures necessary for Subscriber's intended use of the Weather Products and Weather Data Services.

d) Subscriber will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and Weather Data Services and that the Products and Weather Data Services are used in accordance with applicable Unisys manuals and instructions.

e) Subscriber will maintain back-up data necessary to replace critical Subscriber data in the event of loss or damage to such data from any cause.

f) If Unisys is providing Support Services, Subscriber will (a) maintain the operating environment in accordance with Unisys specifications, (b) provide adequate working and storage space for use by Unisys personnel near the equipment, (c) provide Unisys full access to the equipment and sufficient computer time, subject only to Subscriber's security rules, (d) follow Unisys procedures for placing service requests and determining if remedial service is required, (e) follow Unisys instructions for operator maintenance and obtaining services, (f) provide a memory dump and additional data in machine readable form if requested, (g) reproduce suspected errors or malfunctions in Software, and (h) install all error corrections and maintenance releases supplied by Unisys.

g) Information Services, if any, supplied by Unisys under this Agreement are provided to assist Subscriber. Subscriber, not Unisys, will be responsible for determining objectives and obtaining the desired results.

10. PROTECTION OF PROPRIETARY INFORMATION

a) Each party will keep in confidence and protect Proprietary Information of the other party from disclosure to third parties and restrict its use as provided in this Agreement. Each party acknowledges that unauthorized disclosure of Proprietary Information of the other party may cause substantial economic loss to the non-disclosing party. All materials containing Proprietary Information will be marked with "Proprietary", "Confidential", or in a manner which gives notice of its proprietary nature. A party's Proprietary Information that is disclosed to the other party and not reasonably able to be marked as such will be considered and protected as Proprietary Information if the disclosing party notifies the other party at the time of disclosure that such information is Proprietary Information and confirms the same in a writing to the other party within a reasonable time. Proprietary Information will not be copied, in whole or in part, except when essential for complying with the terms of this Agreement. Each copy, including its storage media, will be marked by the applicable party with all notices that appear on the original.

b) Upon termination or cancellation of any license granted under this Agreement, both parties will destroy (and, in writing, certify destruction) or return to the other party all copies of Proprietary Information in the other party's possession (including Proprietary Information incorporated in other software or writings).

c) Any ideas, concepts, know-how, data processing techniques, Software, documentation, diagrams, schematics or blueprints developed by Unisys personnel) in connection with Information Services provided to Subscriber will be the exclusive property of Unisys. Unisys grants to Subscriber a non-exclusive, royalty-free license to use any of the foregoing during the term of this Agreement and in accordance with its terms. Any ideas, concepts, know-how date processing techniques, Software, documentation, diagrams, schematics or blueprints developed by Subscriber will be the exclusive property of Subscriber. Any ideas, concepts, know-how, data processing techniques, software (exclusive of modifications to Software owned by Unisys or third party providers), documentation, diagrams, schematics or blueprints developed jointly by Unisys and Subscriber personnel in connection with Information Services provided to Subscriber will be owned jointly by Unisys and Subscriber without accounting.

d) Subscriber acknowledges that all support materials, including without limitation, diagnostic software, are the property of and include Proprietary Information of Unisys. Subscriber assures that only Unisys maintenance personnel will use such materials, and that Unisys has the right to remove such materials from Subscriber's facility at any time. This provision applies even though such materials may be listed in the Unisys prices lists, catalogs, invoices or contracts.

e) Each party will inform their respective employees of their obligations under this Article 10 and instruct them to ensure such obligations are met.

f) This Article 10 will survive termination or cancellation of this Agreement for a period of three (3) years after said termination or cancellation.

11. SOFTWARE LICENSE

a) Unisys grants to Subscriber a personal, non-exclusive and non-transferable license to use Software and related documentation according to the terms and conditions of this Agreement, solely for Subscriber's internal data processing requirements on the Unisys Software Processing Unit (SPU) in the United States on which Software is initially installed. Subscriber's use of Software will also be governed by any additional conditions that Unisys may provide on or prior to delivery of Software. Subscriber agrees that Unisys may periodically inspect the computer site in order to audit Software supplied by Unisys installed at Subscriber's site at mutually agreed upon times.

b) In the event that a separate license agreement accompanies multi-vendor (non-Unisys) commodity Software, then the separate license agreement terms will supersede the above license grant for that Software.

c) Subscriber may modify any Unisys application Software and may combine such with other programs or materials to form an updated work, provided that upon discontinuance or termination of the license, the Unisys application Software will be removed from the updated work and returned to Unisys.

d) Subscriber will not decompile, reverse engineer, or disassemble any Software provided under this Agreement or modify Software that bears a copyright notice of any third party. Subscriber will make and maintain no more than one archival copy (for backup purposes) of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original.

e) If the SPU on which any item of Software is licensed becomes temporarily unavailable, use of such Software may be temporarily transferred to an alternative SPU until the original SPU becomes available.

f) Unless otherwise agreed to in writing by the parties in the form of an amendment to this Agreement in accordance with Section29 below, no license is granted to Subscriber to use any Unisys proprietary operating system Software to assess, test or develop any hardware products or device handler software or operating system software that will be marketed by Subscriber or others for compensation. This license restriction does not apply to MS/DOS, UNIX and CTOS operating systems. Subscriber may develop other software programs and may test fully developed, commercially available third party hardware products or software programs where such testing is solely intended for Subscriber's internal evaluation of the fitness of such product or program for Subscriber's own internal data processing purposes.

g) If Subscriber desires to: (a) use Software in a service bureau mode, (b) use Software at another location, (c) use Software as restricted in Article 9, or (d) transfer operational use of the Software to a third party; then Subscriber shall request prior permission in writing from Unisys. Unisys will then advise Subscriber whether, and under what terms and conditions, Unisys will license the Software as requested. All restrictions applicable to Subscriber will also apply to any permitted service bureau or third party users.

h) This Agreement does not transfer to Subscriber title to any intellectual property contained in any Software, documentation, Weather Data Service, or Proprietary Information.

i) No party shall be entitled to use any Software unless the party has a valid written license to use such Software and all applicable charges for the use of such Software have been paid, except that Subscriber may authorize temporary use of Software by a third party, only for Subscriber's benefit, to assess, test or develop software programs to the extent authorized by this Agreement or to perform consulting services and studies, provided such third party agrees in writing to be bound by the provisions of this Agreement regarding Proprietary Information and Software.

12. RETRANSMISSION OF WEATHER DATA SERVICES

Subscriber shall not make any Distribution of any Weather Data Services delivered by Unisys without first obtaining Unisys express written consent.

13. INTERFACE CONTROL DOCUMENT(S) (ICD)

For those instances where Subscriber develops or modifies software to receive and/or display Weather Data Services, Subscriber agrees to develop and use software to receive Weather Data Services that perform in accordance with the Interface Control Document(s) ("ICD") issued and periodically updated by Unisys.

14. WARRANTY

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. UNISYS DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO BOTH UNISYS AND MULTI-VENDOR PRODUCTS AND SERVICES. UNISYS WARRANTIES EXTEND SOLELY TO SUBSCRIBER.

Unisys may modify its warranty policies with respect to any Product(s) or Service(s) at any time upon sixty (60) written notice to Subscriber. Such revised warranty shall apply only to Products and Services sold to Subscriber after the change.

14.1 Equipment:

a) Unisys warrants that Unisys-branded equipment (the "Unisys Equipment")(if supplied) will be free from defects in material and workmanship and will substantially conform to relevant Unisys published specifications for a period of twelve (12) months from its Installation Date. Unisys Equipment (i) may be newly manufactured, (ii) may be assembled from new or serviceable used parts that are equivalent to new parts in performance, or (iii) may have been previously installed. During this twelve (12) month warranty period, Unisys will repair or replace any defective item of equipment or part or component of Unisys Equipment promptly reported or sent to Unisys by Subscriber which Unisys determines was defective due to faulty material or workmanship. Subscriber will pay

transportation and insurance costs to ship Unisys Equipment if Unisys designates an off-site repair location; Unisys will pay the return costs if the Unisys Equipment was defective. Labor costs of diagnosis are not included in this warranty except where the need for repair is the fault of Unisys.

b) Because Unisys Equipment requires on-going maintenance, the preceding warranty is not a substitute for Support Services, which are available to Subscriber for a charge.

c) Unisys makes no representation or warranty as to non-Unisys Equipment provided to Subscriber, all of which is sold or licensed to Subscriber "AS IS". Subscriber agrees to look solely to the warranties and remedies, if any, provided by the manufacturer.

14.2 Software:

a) Each item of Software in its unaltered form, is warranted for ninety (90) days from its Installation Date to conform substantially to the then-current published functional specifications, provided such Software is used in a manner consistent with any applicable Unisys minimum equipment and software configuration specifications. Unisys will make reasonable efforts to correct such errors reflecting significant deviations from the functional specifications as are reported by Subscriber to Unisys during such warranty period.

b) Because not all errors in Software can or need be corrected, Unisys does not warrant that all Software defects will be corrected. Similarly, Unisys does not warrant that the functions contained in the Software will meet Subscriber's requirements or that the Software will operate in combinations selected for use by Subscriber.

c) All other Software delivered is not warranted by Unisys and is licensed "AS IS". In the case of multi-vendor Software, Subscriber agrees to look solely to the warranties and remedies, if any, provided by the Unisys licensor or vendor.

14.3 Support Services:

a) Unisys warrants that Unisys Equipment and Software will be supported in accordance with the specific Support Service offered to and selected by Subscriber. Unisys sole and exclusive obligations under this warranty will be to conform to the Support Service descriptions described in WIS-002 Schedule 1 herein or by amendment to this Agreement. Unisys Equipment parts which are removed for replacement by Unisys become the property of Unisys.

b) To determine eligibility and prerequisites for Support Services, Unisys may require inspection, at Subscriber expense, of equipment that (a) has not been maintained continuously by Unisys from the date of purchase by Subscriber or (b) has been relocated.

c) All Unisys Equipment, interconnected by signal and power cables, and non-application Software, located at the same site and that are subject to Support Services are required to be supported at the same Service Level as the SPU. Local area networks, workstations and remote data communication Products are not required to be at the same Service Level as the SPU.

d) Support Services do not cover the parts and service required to repair damage attributable to (i) alterations, out-of-specification supplies, or defects in design, material or workmanship of multi-vendor products and services, (ii) accidents, misuse, negligence or failure of Subscriber to follow instructions for proper use, care and cleaning of equipment, (iii) external factors (e.g., failure or fluctuation of electrical power or air conditioning, fire, flood), or (iv) failure by Subscriber to comply with Unisys environmental specifications.

14.4 Information Services:

a) Unisys will endeavor to provide Information Services on a timely basis subject to availability of qualified personnel and the difficulty and scope of the services to be provided.

b) Unisys may assign, reassign and substitute personnel at any time and may provide the same or similar services and materials to other clients.

14.5 Weather Data Services:

As a conduit of information generated by U.S. Government and other third party owned and operated weather systems, Unisys MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE WEATHER DATA TRANSMISSION SERVICES PROVIDED HEREUNDER, except as specifically stated in this Article. Unisys warrants as follows:

a) With respect to raw or unaltered Weather Data Services, Unisys will use all commercially reasonable efforts to accurately transmit the products as received from its provider(s).

b) Weather Data Services not properly acknowledged in accordance with the protocols described in the ICD, described in Article 13, shall be EXCLUDED from any warranty coverage.

15. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

a) Unisys, at its own expense, will defend and indemnify Subscriber against claims that Unisys Weather Data Services, Weather Products or Unisys Products furnished under this Agreement infringe a United States patent or copyright or are subject to claims of misappropriation of trade secrets protected under United States law, provided Subscriber: (i) gives Unisys prompt written notice of such claims pursuant to Article 21; (ii) permits Unisys to defend or settle the claims; and (iii) provides all reasonable assistance to Unisys in defending or settling the claims.

b) As to any Weather Data Service or Product which is, or in the opinion of Unisys, may become subject to a claim of infringement or misappropriation, Unisys may elect to (i) obtain the right of continued remarketing and use of such Weather Product or Weather Data Service for Subscriber or (ii) replace or modify such Weather Data Service or Weather Product to avoid such claim.

c) Unisys will not defend or indemnify Subscriber if any claim of infringement or misappropriation (i) is asserted by a parent, subsidiary or affiliate of Subscriber (ii) results from design or alteration of any Weather Data Service or Product by Subscriber or any third party, (iii) results from use of any Weather Data Service or Product by Subscriber in contravention to the terms of this Agreement, or (iv) results from use of any Weather Data Service or Product in combination with any non-Unisys product.

d) This Article 15 states the entire liability of Unisys and Subscriber's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation.

16. FORCE MAJEURE EVENTS

UNISYS SHALL HAVE NO LIABILITY WHATSOEVER, NOR SHALL THIS AGREEMENT BE SUBJECT TO CANCELLATION, FOR DELAY IN DELIVERY OF WEATHER PRODUCTS OR WEATHER DATA SERVICES DUE TO ACTS OF GOD OR CIVIL OR MILITARY AUTHORITY, FIRE, LABOR DISTURBANCE, WAR, INSURRECTION OR RIOT, FAILURE OF OR DELAY IN TRANSPORTATION, UNUSUALLY SEVERE WEATHER, BANKRUPTCY OF A SUPPLIER OR SUBCONTRACTOR,, COMMERCIAL IMPOSSIBILITY, OR DUE TO ANY OTHER CAUSE BEYOND UNISYS' REASONABLE CONTROL. IN THE EVENT THAT UNISYS FACILITIES (REGIONAL OR NATIONAL) FOR DISTRIBUTION OF WEATHER DATA SERVICES ARE DAMAGED OR DESTROYED DUE TO EVENTS BEYOND ITS CONTROL, SUBSCRIBER SHALL HAVE THE RIGHT TO ABATE ITS PAYMENT OBLIGATIONS FOR THE PERIOD OF THE UNISYS FACILITY UNAVAILABILITY ONLY. HOWEVER, IF THE FACILITY FROM WHICH WEATHER DATA SERVICES ARE TRANSMITTED TO SUBSCRIBER IS SO DAMAGED THAT UNISYS CANNOT PERFORM HEREUNDER FOR A PERIOD OF THIRTY (30) DAYS OR MORE AND NO SUBSTITUTE CONNECTIONS ARE FEASIBLE, THEN SUBSCRIBER SHALL HAVE THE UNILATERAL RIGHT TO CANCEL THIS AGREEMENT BY GIVING UNISYS TEN (10) WORKING DAYS PRIOR

WRITTEN NOTICE OF TERMINATION AND CANCELLATION.

17. TERMINATION AND CANCELLATION

a) Subscriber may cancel this Agreement at no charge for any reason within the first fifteen (15) days from the Effective Date.

b) Either party shall have the right to terminate this Agreement for its convenience at any time. Any such termination shall become effective one hundred twenty (120) days after transmittal of written notice of termination by the terminating party. Except for those provisions that survive termination as discussed in Section 17 c) below, Unisys shall have no liability to Subscriber based on any such termination to refund any amounts paid in advance for Weather Data Services scheduled for delivery after the effective date of termination.

c) Termination or cancellation of this Agreement will not affect any rights or duties arising under it with respect to moneys owed or Proprietary Information. The following provisions shall survive the termination or cancellation of this Agreement: Sections 10 – Protection of Proprietary Information; 15 – Patent, Copyright and Trade Secret Indemnification; and 19 – Limitation of Liability.

d) Orders outstanding on the effective date of termination or cancellation will be subject, in the discretion of Unisys, to acceptance, rejection or performance as if this Agreement remained in force. Payment terms for orders accepted after the date of notice of termination or cancellation will be as specified by Unisys.

e) Upon the effective date of termination or cancellation (i) Subscriber will pay Unisys for all Products and Weather Data Services delivered irrespective of the date of delivery and all other amounts then owed Unisys, (ii) Unisys may elect to repurchase from Subscriber at Subscriber's cost, all or any part of the Products remaining in Subscriber's inventory, and (iii) Subscriber will discontinue use of its designation as an Authorized Value Added Reseller of Unisys.

f) NO DAMAGES (WHETHER DIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL AND INCLUDING EXPENDITURES AND LOSS OF PROFIT AND GOODWILL OR OTHER DIMINUTION IN THE VALUE OF SUBSCRIBER'S BUSINESS), INDEMNITIES OR OTHER COMPENSATION WILL BE DUE OR PAYABLE TO SUBSCRIBER OR UNISYS BY REASON OF TERMINATION OR CANCELLATION, IN WHOLE OR IN PART, OF THIS AGREEMENT BY THE TERMINATING PARTY.

18. DEFAULT

a) If either party fails to perform a material obligation under this Agreement, including all *Supplements, Schedules, and Attachments* hereto, the other party may terminate this Agreement after giving the defaulting party a detailed written notice identifying the breach(es) and a thirty (30) day opportunity to cure said breach(es).

b) Unisys may revoke all licenses for sale of Weather Data Services and Weather Products due to Product or Weather Data Services misrepresentation.

c) If Subscriber fails to meet the terms of payment under this Agreement, Unisys shall have the right, at Unisys option, to cancel this Agreement and/or suspend performance after giving thirty (30) days written notice to Subscriber and after ninety (90) days from invoice date.

19. LIMITATION OF LIABILITY

a) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR IN UNISYS WARRANTIES DESCRIBED IN SECTION 14, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AND ALL PRODUCTS, SERVICES AND OTHER ITEMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. UNISYS DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO UNISYS PRODUCTS. ANY WARRANTIES MADE TO SUBSCRIBER UNDER THIS AGREEMENT EXTEND SOLELY TO SUBSCRIBER.**

b) **IN NO EVENT WILL UNISYS BE LIABLE FOR (i) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF GOODWILL OR OTHER DIMINUTION IN THE VALUE OF SUBSCRIBER'S BUSINESS, REVENUES, PROFITS OR SAVINGS, EVEN IF UNISYS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) CLAIMS, DEMANDS OR ACTIONS AGAINST SUBSCRIBER BY ANY PERSON EXCEPT AS PROVIDED IN SECTION 15. EXCEPT FOR CLAIMS ARISING OUT OF UNISYS OBLIGATIONS UNDER SECTION 15, UNISYS LIABILITY FOR ANY AND ALL CAUSES, WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHER LEGAL THEORY, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY SUBSCRIBER FOR THE SPECIFIC PRODUCT(S), SERVICE(S) OR OTHER ITEM(S) GIVING RISE TO THE CLAIM**.

c) Unisys may direct Subscriber to third parties having products that may be of interest to Subscriber for marketing or use in conjunction with the Products. Notwithstanding any Unisys recommendation, referral or introduction, Subscriber will independently investigate and test third party products and will have sole responsibility for determining suitability for marketing or use of third party products. Unisys has no liability with respect to claims relating to or arising from marketing or use of third party products.

d) Unisys software licensors shall have no liability with respect to any claim of Subscriber or a third party on account of, resulting from, or arising out of the use of any software Product provided by such licensor or derived from such licensor's software. Unisys software licensors shall have no obligation to furnish any assistance, information or documentation with respect to any software Product.

e) Any legal proceeding, regardless of form, arising out of this Agreement must be commenced within three (3) years after the cause of action first accrues.

20. APPLICABLE LAW

Any dispute arising out of, or relating to, this Agreement shall be governed by the law of the Commonwealth of Pennsylvania, except those laws relating to choice of law. Notwithstanding Article 28, in the event that a court of law shall be entitled to hear a dispute or other matter arising under this Agreement, the parties also agree that Pennsylvania courts (state or federal) shall be the sole and exclusive forum for any litigation arising out of, or related to, this Agreement.

21. NOTICES

All notices required by this Agreement to be given to Subscriber will be sent to its address on the first page of this Agreement. Notices required by Article 15 (a) to be given to Unisys will be sent by certified or registered mail addressed to:

If to Unisys Corporation
Unisys Contracts
11720 Plaza America Drive
Tower #3
Reston, Virginia 20190.

If to DeTect, Inc.
Ron White
1902 Wilson Ave
Panama City, FL 32405
850-763-7200
ron.white@detect-inc.com

Notices shall be sent by Certified Mail, Return Receipt Requested, and by facsimile and shall be effective upon receipt. Either party may change names and addresses for notices in writing.

22. GOOD FAITH

The parties agree to use good faith and commercial reasonableness in dealing with each other and in carrying out all terms of this Agreement and with regard to all issues that arise out of this Agreement.

23. PROHIBITION ON ASSIGNMENT

Without the advance written consent of the non-assigning party, which shall not be unreasonably withheld, neither party may assign nor delegate any of its rights or obligations hereunder. This Agreement will be binding on all successors and assigns of each party.

24. ENFORCEMENT AND WAIVER

a) Failure at any time by either party to enforce any provision of this Agreement shall neither constitute a waiver of such provision nor prejudice that party's right to enforce such provision at any subsequent time. Waiver of any provision of this Agreement shall only be deemed to have been made if expressed in writing.

f) If any provision of this Agreement is or becomes void or unenforceable by force of law, such provision shall be deemed severable and shall not affect any other provision of this Agreement. If at all possible, the Parties shall attempt to amend this Agreement appropriately.

25. **FRUSTRATION OF PURPOSE**

If the intent of this Agreement is frustrated by operation of law or regulation whereby it has been finally adjudicated or determined that Unisys shall no longer be permitted to charge the fees and royalties enumerated within this Agreement or is involuntarily terminated as a weather data provider, Subscriber shall have the right to cancel this Agreement upon fifteen (15) days written notice without further penalty or obligation. If during the period of final determination, Unisys is unable to transmit weather data to Subscriber, Subscriber's payment obligations shall be abated for this period.

26. Arbitration

a) Subject to Articles (b) and (c) below, any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by arbitration before three (3) arbitrators in accordance with the rules of the American Arbitration Association ("AAA") then in effect, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. Any such arbitration will be conducted in the city nearest Subscriber's main U.S. office having an AAA regional office. The arbitrators will be selected from a panel of persons having experience with and knowledge of electronic computers and the computer business, and at least one of the arbitrators selected will be an attorney.

b) The arbitrators will have no authority to award punitive damages nor any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

c) Either party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the arbitration proceedings. Arbitration will not be required for actions for recovery of specific property.

27. HEADINGS

The Headings of the articles and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

28. OTHER PROVISIONS

a) The relationship of Unisys and Subscriber under this Agreement is that of supplier and customer only and neither is authorized to act as the agent of the other. No franchise is intended or created by the relationship of Unisys and Subscriber under this Agreement. Subscriber will make no representations purportedly on behalf of Unisys, otherwise than as precisely set forth in Unisys supplied user materials.

b) Both parties shall comply with all applicable laws and regulations of the United States, including, but not limited to those relating to the export of commodities, technical data, and direct products of such technical data.

c) Each provision of this Agreement is severable and if one or more provisions are declared invalid, the remaining provisions of the Agreement will remain in full force and effect.

29. ENTIRE AGREEMENT/MODIFICATION

This Agreement, together with any documents specifically incorporated by reference, constitutes the entire agreement of the parties with respect to Weather Products and Weather Data Services and supersedes any prior agreements, understandings or discussions on this subject. Except as expressly provided herein, neither this Agreement nor any provision hereof may be waived, modified or amended except by a written instrument executed by duly authorized representatives of the parties, which for Unisys will be only a General Manager, Vice President, or Contracts Manager.

ATTACHMENT 1 - DEFINITIONS

a) **Software** shall mean the object code version of computer programs and any related documentation, excluding maintenance diagnostics supplied by Unisys pursuant to this Agreement. Software also means the source code version where provided by Unisys. Software also means microcode, not embedded in a circuit element that enables equipment to function according to its published specifications.

b) **Products** shall mean Unisys supplied Equipment, Software, documentation (including manuals and training/education materials) and Software maintenance releases and updates.

c) **Software Processing Unit ("SPU")** shall mean equipment that controls and executes Software.

d) **Support Services** shall mean various forms of installation and support for the Products.

e) **Proprietary Information** shall mean Software, diagnostics, documentation, including manuals, and any other information confidential to Unisys or its licensors, and shall also mean any ideas, concepts, know-how, data processing techniques, software (exclusive of modifications to Software owned by Unisys or third party providers), documentation, diagrams, schematics or blueprints, intellectual property and other information confidential to Subscriber.

f) **Information Services** shall mean all technical and consultative services other than Support Services.

g) **Installation Date** shall mean the date Unisys completes installation (as determined by Unisys) or, if equipment or Software is to be installed by Subscriber, the tenth (10th) day following shipment.

h) **WSR-88D Products** shall mean the NEXRAD unaltered products identified as Single Site Weather Radar Products disseminated by the National Weather Service.

i) **TDWR Products** shall mean the unaltered products disseminated as Single Site Weather Radar Products by the National Weather Service**.**

j) **Custom Radar Products** shall mean any radar products that are created by Unisys from a combination of WSR-88D Products by Unisys.

k) **Weather Radar Products (WRP)** shall refer to any or all of WRP Products, Custom Products, and any products which are derived, annotated, or enhanced by Unisys and which are based in any manner upon one or more WRP Products, and Custom Radar Products.

l) **F.O.S. Products** shall mean the National Weather Service Family of Service products consisting of: (i) DIFAX, (ii) Public Products Service (PPS), (iii) Domestic Data Service (DDS), and (iv) International Data Service (IDS), WSR-88D Products, TDWR Products, NWS Model Products or any other text or graphical products created by or disseminated by the NWS.

m) **NWS Model Products** shall mean the National Weather Service's weather and climate model output products disseminated from the National Environmental Prediction Center.

n) **GOES-East Direct Products** shall mean all images generated by the Unisys GOES-8 Direct Readout Satellite system, including infrared, vapor and visible images.

o) **GOES-West Direct Products** shall mean all images generated by the Unisys GOES-9 Direct Readout Satellite system, including infrared, vapor and visible images.

p) **Satellite Products** shall mean all of the GOES-East Direct and GOES-West Direct.

q) **ASDI Products** shall mean all aircraft data received from the Federal Aviation Administration and/or the ATA ASD data service.

r) **Third Party Products** shall mean any products made available to Unisys by licensed re-distribution agreement for re-sale.

s) **Value-Added Products** shall mean products containing unaltered, altered, filtered, annotated, derived, enhanced, summarized and/or combined Radar Products, High Resolution Products, Third-Party Products, ASDI Products, and/or Satellite Products, in any form. Examples include radar mosaics of any type, combinations of Radar Products or any other graphical depictions of radar results and/or data. Products that are created at the Receiving End-Point (defined below) and are not further distributed electronically beyond the Receiving End-Point on a Routine Basis (defined below) shall not be considered Value-Added Products.

t) **Weather Data Services** shall mean any or all of the Unisys-supplied Radar Products, F.O.S. Products, NWS Model Products, Satellite Products, Third-Party Products and Value-Added Products.

u) **Weather Products** or **Products** shall mean Unisys supplied Equipment, Software, documentation (including manuals, and training/education materials) and Software maintenance releases and updates.

v) **Equipment** shall mean the equipment supplied as part of a project as specified in Subscriber's purchase order issued pursuant to the terms of this Agreement.

w) **Current Weather Products** shall mean Weather Data Services products that are less than 24 hours old, as indicated by date/time stamping in the product data header.

x) **Archive Weather Data** shall mean Weather Data Services products that are 24 hours old or more, as indicated by date/time stamping in the product data header.

y) **Distribution** shall mean any mechanism, electronic or otherwise, for disseminating Weather Data Services, including, but not limited to, facsimile transmission, overnight or express courier, photo-copy, and electronic mail.

z) **Site License** shall mean the right to receive and make Distribution of Weather Data Services for internal purposes, provided that Distribution is made within a two mile radius of the Receiving End-Point (defined below) and to personnel of an authorized End-User limited to 20 End-User Drop Locations.

aa) **Receiving End-Point** shall mean either:

- the individual, university, company, educational organization, business organization, or governmental entity's single workstation receiving the Weather Data Services, or
- the workstation or node of the local area network actually receiving the Weather Data Services pursuant to the purchase of a Site License.

bb) **Routine Basis** shall mean any mechanism for Distribution of more than two (2) Weather Data Services during any 24 hour period to the same Receiving End-Point, which shall be counted as individual graphic images (e.g., a 4 km x 4 km composite reflectivity image/representation plus a tilt 0 reflectivity image/representation shall count as two (2) Weather Products).

cc) **Irregular Basis** shall mean any Distribution, not time dependent.

dd) **Real Time Weather Data Reseller** shall mean a company or individual who makes Distribution of Current Weather Products on a Routine Basis to one or multiple clients.

ee) **Archive Weather Data Reseller** shall mean a company or individual who makes Distribution of Archive Weather Data on a Irregular or Routine basis to one or multiple clients.

ff) **End Customer** or **Subscriber** or **End-User** or **Final End-User** shall mean any individual or company not meeting the definition of either a Real Time Weather Data Reseller or Archive Weather Data Reseller, who only utilizes Weather Products for internal purposes at a single Receiving End-Point (e.g., for analysis or research) without any intent to redistribute Weather Data Services in any form.

gg) **End-User Drop Location** shall mean the individual Weather Data Services viewing device such as a terminal, flat panel, viewing device, display device, or CRT that is connected to a computer system or network that is used to display weather data or weather information. Each viewing device shall count as one Drop Location where individual fees are due for each Drop Location.

ATTACHMENT 2 - NATIONAL WEATHER SERVICE STIPULATED REQUIREMENTS

1. **For F.O.S. Products ("NWS Products").**
   a) Subscriber assumes full responsibility for the use of any NWS information telecast or otherwise disseminated, and holds the U.S. Government and its employees harmless for any damages whatsoever that may arise from the use thereof.
   b) If Subscriber furnishes severe weather information and/or forecasts, Subscriber shall ensure that severe weather or flood bulletins, statements, advisories, watches, and/or warnings that originate with the National Weather Service (NWS):
      i) Are attributed to the NWS;
      ii) Not be modified except for physical format;
      iii) When issued directly to the general public, are issued verbatim and always as soon as possible after receipt;
      iv) Not be disseminated after the expiration time;
   c) If Subscriber also originates severe weather information and/or forecasts, the Subscriber shall ensure that the information is clearly differentiated from NWS-originated watches and warnings and is attributed to the Subscriber, avoiding use of the terms "Watch" and "Warning" in presenting such information.
   d) If Subscriber furnishes weather or river reports, analyses and/or forecasts other than, or in addition to, the NWS' severe weather or river information and/or forecasts, the Subscriber shall ensure that:
      i) NWS-originated information:
         a) Is attributed to the NWS and
         b) Is not modified except for physical format.
      ii) Subscriber-originated information:
         a) Is attributed to the Subscriber.
   e) For media or other releases of the NWS-originated reports, warnings, analyses and forecasts, or information derived from them, to the general public:
      i) That there shall be nothing in announcements associated with these releases to indicate or imply that the NWS endorses any commercial product advertised;
      ii) To give full credit for the source of information received, and to take care to avoid any implication that interpretations by others are those of the NWS.
2. Subscriber shall report to Unisys any known violation of this Agreement.
3. Distribution of the NWS Products shall have the following additional limitations:
   a) Direct access to NWS Products is only by U.S. based companies;
   b) In order to assure the continued free exchange of international weather information between the U.S. Government and other nations and to avoid conflicts with the internal policies of such other nations concerning the distribution of weather information, please be cognizant of the following:
      i) The issuance of weather information for general public distribution in other countries is the responsibility of the National Meteorological Service of the individual country and should be respected.
      ii) In doing business in other countries, it is important to respect the customs and procedures in the country in which service is being provided either by you or your customers.

Item	Style ID	Quantity	Description	List Price	Discount Price	Extended Price
1	UWIS-RAD-001-DP	12	Unlimited Radar Sites and Products including Dual Pol radar products (Site License).	$2,413.62	$1,930.90	$23,170.80
2	UWIS-FOS-DDS	12	NWS Family of Services Data Service: Domestic Data Service (Site License)	$386.81	$386.81	$4,641.72
3	UWIS-COM-INT-001	12	Internet Service	$200.00	$200.00	$2,400.00
4	UWIS-WXP-6-SITE	1	Software package running under LINUX OS to ingest, file manage, and display images with overlaid meteorological and non-meteorological data. SITE LICENSE.	$15,000.00	$0.00	$0.00
5	UWIS-WXP-6-SITE-MAINT	1	Annual SW Maintenance for WXP software package. SITE LICENSE **POP 8/1/2012 – 7/30/2013**	$3000.00	$3,000.00	$3,000.00
			TOTAL			***$33,212.52***
			All prices listed are US Dollars.			

NOTES:

1. **IMPORTANT: Terms and conditions of the Unisys Weather Data Services and Products Agreement apply and must be executed prior acceptance of order.**
2. All purchases for less than $10,000 must be made electronically or by credit card (VISA, MasterCard).
3. Customer is responsible for all local taxes.
4. Pricing based on Unisys Weather Commercial Price List, Rev. 10.4, May 2012.
5. Single End-User License allows processing or display on a single PC or workstation.
6. Site license allows unlimited distribution and display of weather data from Unisys at a location in company facilities (leased or owned) within a 2 mile radius of the data receive point at the site.
7. Enterprise license allows unlimited distribution and display of weather data from Unisys at any location in company facilities (leased or owned).
8. Communications line installation fee and monthly costs are not included for telecommunications or ISP provider. Communication carrier quoted separately.
9. Segment represents an increment of required bandwidth for the burst peak period based on the data services provided to each data service location for the customer (e.g., If one location receives data services that burst at 1.5 mbps during the peak period, the price is $100 per month.