



Geneva Aerospace, Inc  
4240 International Parkway, Suite 100  
Carrollton, TX 75007  
469-568-2376  
Fax 469-568-2101

May 17<sup>th</sup>, 2006

SAMUELS, GREEN, STEEL & ADAMS, LLP  
Mr. Scott Albrecht, Esq.  
19800 MacArthur Blvd, Suite 1000  
IRVINE, CA, 92612

**SUBJECT: RPV NON-EXCLUSIVE LICENSE AGREEMENT**

Dear Mr. Albrecht,

I am enclosing two (2) originals of a "RPV NON-EXCLUSIVE LICENSE AGREEMENT". Please, have both copies signed and dated. Retain one executed original for your files and return one executed copy to Mr. Alan Barker at the above address.

Best regards,

Corinne Leroux  
Assistant

## RPV NON-EXCLUSIVE LICENSE AGREEMENT

This Agreement is made this 01day of May, 2006 ("Effective Date") by and between Optima Technology Inc. (hereinafter referred to as "Licensor"), a Delaware corporation, Mr. Jed Margolin (hereinafter referred to as "Inventor"), an individual, both having a place of business at 2222 Michelson Drive, Suite 1830, Irvine, California 92612 USA, and Geneva Aerospace®, Inc., a Texas corporation (hereinafter referred to as "Licensee"), having its principal place of business at 4240 International Parkway, Suite 100, Carrollton, TX 75007, individually referred to as "Party" and collectively as the "Parties."

### WITNESSED THAT

**WHEREAS**, as is demonstrated by the document(s) attached hereto as Exhibit A, Licensor has obtained from Inventor the right to provide a license under certain patents as herein identified; and

**WHEREAS**, Inventor is the named inventor in one or more of said patents; and

**WHEREAS**, Licensee desires to obtain, and Licensor is willing to grant Licensee, a non-exclusive license as hereafter defined and under the terms and provisions herein specified.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements herein contained Licensor, Inventor and Licensee agree as follows:

### TERMS

#### 1. DEFINITIONS

- 1.1 The term "consist" limits and covers only the elements expressly recited. By contrast, the utilization of the terms "include," "such as," and "for example" are not limited and therefore cover more elements than those recited.
- 1.2 "Affiliate" shall mean any corporation or the like at least fifty percent (50%) of whose voting share capital is owned or directly or indirectly controlled by or under common control with a Party as of the Effective Date of this Agreement or at any time during the term of this Agreement and any other entity over which a Party exercises effective managerial control.
- 1.3 "Days" shall mean calendar days.
- 1.4 "RPV" shall mean "remotely piloted vehicle." A "remotely piloted aircraft" is an RPV. "UAV" shall mean "unmanned aerial vehicle." RPV is an older term for UAV. "UCAV" shall mean "Unmanned Combat Aerial Vehicle." UCAV is also sometimes defined as an "Uninhabited Combat Aerial Vehicle." UCAV is a UAV

that is intended for use in combat. UCAS means “Unmanned Combat Air System.”

- 1.5 “Synthetic Vision” is the current term for “Synthetic Environment” and is the three dimensional projected image data presented to the pilot or other observer.
- 1.6 “Patent Portfolio” shall mean the portfolio consisting of United States Patent Numbers 5,904,724 (Method and Apparatus for Remotely Piloting an Aircraft), 5,566,073 (Pilot Aid Using a Synthetic Environment), and those future United States patents that may be added in accordance with the covenants and warranties set forth in Section 8.1.
- 1.7 “Royalty Products” shall mean only the product identified as Licensee Part Number 606-0069-001 missionTEK Synthetic Image Module described as situational awareness aid for a UAV operator using missionTEK. This Part Number excludes the SDS Acuity IG software package hosted on a rack mount computer. This Part Number interfaces to mission TEK through an Ethernet connection and creates a synthetic image of a UAV that is driven by the current vehicle telemetry stream on the product order form attached hereto as Exhibit B. The other products and options identified in Exhibit B are specifically excluded from the definition of "Royalty Products." It is to be understood that Royalty Products shall include systems or components that are manufactured outside the United States, its territories, or possessions and which can reasonably be expected to be used or sold within the United States, its territories, or possessions and/or including and covering all countries on planet Earth and surrounding planets/systems, so long as those systems or components are also identified in Exhibit B as Licensee Part Number 606-0069-001 missionTEK Synthetic Image Module described as situational awareness aid for a UAV operator using missionTEK. This Part Number excludes the SDS Acuity IG software package hosted on a rack mount computer. This Part Number interfaces to mission TEK through an Ethernet connection and creates a synthetic image of a UAV that is driven by the current vehicle telemetry stream.
- 1.8 “Sale or Sold” shall mean selling, leasing, or otherwise transferring ownership, possession, or use to another party, of a Royalty Product (except as scrap), either directly or through a chain of distribution, and shall be deemed to have occurred upon invoicing of a Royalty Product to a third party, or if not invoiced, when ownership, possession, or use is transferred to a third party directly or indirectly.
- 1.9 "Claims" shall mean one or more patent claims identified within the body of a Patent (s).
- 1.10 "Claims in the Patent Portfolio" shall mean Claims identified within the body of a Patent(s) included in the Patent Portfolio (defined in Section 1.6 of this Agreement).

## 2. LICENSE GRANT

- 2.1 Subject to the terms and provisions of this Agreement, and to Licensee making the payments required under Section 4.1, Licensors and Inventors grant to Licensee a royalty bearing non-exclusive, personal, non-transferable, worldwide right and license under the Claims in the Patent Portfolio to test, make, have made, use, import, export, distribute, offer for sale, sell, lease, and/or otherwise dispose of products in, or for, the United States and its territories and possessions, subject to any applicable export laws and regulations of the United States.
- 2.2 Subject to the terms and provisions of this Agreement, and to Licensee making the payments required under Section 4.1, Licensors and Inventors grant to Licensee the right to extend to its direct and indirect distributors, suppliers, dealers, and customers its right, under the Claims in the Patent Portfolio, to test, make, have made, use, import, export, distribute, offer for sale, sell, lease, and/or otherwise dispose of products in, or for, the United States and its territories and possessions subject to any applicable export laws and regulations of the United States.
- 2.3 Subject to execution of this agreement by the Parties, Licensors and Inventors release and forever discharge Licensee (and its direct and indirect distributors, suppliers, dealers and customers) from any and all claims, liens, demands, causes of action, obligations, losses, damages, and liabilities, known or unknown, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, that they have had in the past or now have or may have in the future under any of the Claims in the Patent Portfolio based on or arising out of products Sold, prior to and including May 01, 2006 by Licensee in, or for, the United States and its territories and possessions.
- 2.4 Subject to the terms and provisions of this Agreement, and to Licensee making the payment required under Section 4.1 and during the term of the life of this Agreement, Licensors and Inventors further represent, covenant and agree that neither they nor any entity directly or indirectly controlled by either will bring suit or otherwise assert a claim for infringement against Licensee (or its direct and indirect distributors, suppliers, dealers or customers) before any court or administrative agency in any country of the world based on or arising out of products Sold by Licensee in, or for, the United States and its territories and possessions.
- 2.5 The release and covenant not to sue provided in Sections 2.3 and 2.4, as well as any other releases or covenants not to sue set out in this Agreement, shall bind any assignee or other person to whom the Assignors or Inventors may assign ownership or control of Claims in the Patent Portfolio.
- 2.6 Licensors and Inventors grant to Licensee the right to sublicense to an Affiliate of Licensee the rights granted to Licensee under this Agreement; provided that the

Affiliate is bound by the terms and provisions of this Agreement as if it were named in the place of Licensee, and provided that the Affiliate shall pay and account, directly or through Licensee, to the Licensor the royalties payable under this Agreement as a result of the activities of the Affiliate as if it were named in the place of Licensee. Any rights granted to an Affiliate shall terminate automatically and without notice on the date such Affiliate ceases to be an Affiliate; provided, however, that such termination shall not affect the rights granted to the Affiliate for acts occurring prior to the effective date of such termination. Upon written request from Licensor as to whether a particular entity or entities is an Affiliate, Licensee will answer such request in writing within thirty (30) Days from receipt of the request.

- 2.7 The rights, grants, covenants, and terms of Section 2.1, 2.2, 2.4, and 4.1 shall not apply to Royalty Products Sold by Licensee to a third party after Licensee was notified by Licensor that such third party has or had, directly or through others, asserted in any judicial proceeding or judicial document, at any time during the lifetime of this Agreement, that any of the Claims in the Patent Portfolio are invalid and/or not infringed.
- 2.8 The rights, grants, covenants, and terms of Sections 2.1, 2.2, 2.3, 2.4, and 4.1 shall not apply to Royalty Products Sold by Licensee to a third party for sale under a brand not owned or controlled by Licensee unless: (i) such third party has executed with Licensor a License Agreement; and/or (ii) Licensee pays the Royalty, under Sections 4.1 and 4.2, to Licensor for every Royalty Product Sold by such third party in, or for, the United States and its territories and possessions.

### 3. LIMITS ON SCOPE OF LICENSE GRANT

- 3.1 Any license grant or other authorization that may be provided by Licensor or Inventor to Licensee under this Agreement or to a third party does not provide, directly, by implication, or otherwise, any license grant, or authorization to Licensee to make, have made, use, import, export, distribute, offer for sale, sell, rent, or otherwise dispose of RPV systems for use by R/C hobbyists; and/or to make, have made, test, use, import, export, distribute, offer for sale, sell or lease, or otherwise dispose of equipment used to product or manufacture RPV systems for use by R/C hobbyists.
- 3.2 Any third party which acquires rights under this agreement is bound by the requirements of section 3.1.

### 4. ROYALTY AND PAYMENTS

- 4.1 In consideration for the licenses, covenants not to sue, and other rights granted by Licensor and Inventor to Licensee under this Agreement relative to Royalty Products Sold by Licensee in, or for, the United States and its territories and possessions and/or including and covering all countries on planet Earth and

surrounding planets/systems after May, 01, 2006, Licensee agrees to pay Licensor a continuing "Royalty" throughout the term of this Agreement equal to five percent (5%) for each such Royalty Product.

4.2 [DELETED BY PARTIES DURING NEGOTIATION]

4.3 Only one Royalty shall be paid on any Royalty Product with respect to the Claims in the Patent Portfolio regardless as to whether the Royalty Product is encompassed by one or more of the Claims in the Patent Portfolio. Licensee shall not be required to make payments under Section 4.1 as to Royalty Products Sold by Licensee where the Royalty due has been paid to Licensor by a third party. Licensee shall not be required to make payments under Section 4.1 as to Royalty Products Sold by Licensee and subsequently found defective and returned to Licensee for full credit, and not thereafter Sold by Licensee in, or for, the United States and its territories and possession and/or including and covering all countries on planet Earth and surrounding planets/systems.

4.4 The Parties understand that there should be no taxes imposed by any foreign country on the income of Licensor paid under this Agreement. However, to the extent, if any, that such taxes are imposed for any reason: (i) such taxes shall be borne by Licensor; (ii) Licensee will deduct such tax from the amounts payable to Licensor and pay such tax to the appropriate authority in the name of and on behalf of Licensor; (iii) Licensee shall send to Licensor certificates of tax payment in due course after each payment of the tax; and (iv) Licensee agrees to submit and to file any document to the competent foreign revenue office, that is required to have such certificate issued.

4.5 If any other entity is granted a license under any of the Claims in the Patent Portfolio with respect to Royalty Products under any more favorable economic terms than those granted to Licensee under this Agreement, then Licensor shall disclose, in writing, to Licensee the terms and provisions of each such license within thirty (30) Days of its execution, and Licensee shall have the right, within ninety (90) Days of receipt of such disclosure, to substitute all of the terms and provisions in this Agreement with all of the terms and provisions of the subsequent license, retroactive to the date that the subsequent license agreement was executed.

5. REPORTS

5.1 Licensee shall keep sales records of all Royalty Products Sold by Licensee during the term of this Agreement in, or for, the United States and its territories and possessions and/or including and covering all countries on planet Earth and surrounding planets/systems. These sales records shall be of sufficient detail to permit verification in accordance with the accuracy and completeness of the information and the royalties required to be reported and paid under this

Agreement. Licensee shall keep such records for at least five (5) years after each due date for royalty payments under this Agreement.

5.2 Licensee shall send Licensor a written "Royalty Report", accompanied in the manner provided for in Section 5.7 by the proper amount then payable to Licensor as shown in such Royalty Report,:

- (a) on or before the thirtieth (30<sup>th</sup>) day after termination of this Agreement; and
- (b) on or before the last day of the months of January, April, July and October of each year during the term of this Agreement. However, if less than one thousand Royalty Products are Sold by Licensee in, or for, the United States and its territories and possessions and/or including and covering all countries on planet Earth and surrounding planets/systems during a calendar year, then the four (4) quarterly reports and payments for the next calendar year immediately following may be combined in a single annual Royalty Report and payment made on or before the last day of January immediately following such next calendar year.

5.3 The Royalty Report shall be certified in its correctness by Licensee's representative responsible for paying such on Licensee's behalf in the normal course of Licensee's business, and providing information such as:

- (a) the total number of Royalty Products, by product category, Sold by Licensee in; or for, the United States and its territories and possessions and/or including and covering all countries on planet Earth and surrounding planets/systems during the preceding calendar quarter;
- (b) the royalty amount due for such calendar quarter; and
- (c) the total number of Royalty Products, by product category, Sold by Licensee in, or for, the United States and its territories and possessions and/or including and covering all countries on planet Earth and surrounding planets/systems during such calendar quarter for which the Royalty due from Licensee was paid for by a third party and an identification of each such third party.

5.4 In the event that any Royalty Report and payment are not made by or on behalf of Licensee by the date provided under this Agreement, interest shall be payable on the past due amounts at the rate of the prime lending rate as published in the Wall Street Journal from time to time plus 2%, compounded semi-annually. This interest shall be calculated from the date payment was due to the payment date. This interest payment shall be in addition to any other remedy provided to Licensor by law or by this Agreement.

- 5.5 Licensors shall maintain Royalty Reports of Licensee as "Confidential Information" in accordance with Article 9 of this Agreement. Confidential Information shall also include any other information provided by Licensee to Licensor and which is designated in good faith as confidential by Licensee.
- 5.6 Licensor shall have the right, during reasonable business hours and at the reasonable convenience of Licensee, to have the correctness of any Royalty Report of Licensee audited, at licensor's expense, by a firm of independent public accountants, selected by Licensor, and reasonably acceptable to Licensee. The independent public accountants shall examine Licensee's records only on matters pertinent to this Agreement. Nor more than one such audit shall be performed per year, unless Licensee has underreported as provided in the following sentence. In the event it is determined by the independent public accountants, at any time, that Licensee has underreported in an amount in excess of five percent (5%) of the royalties properly due with respect to one or more Royalty Reports, then Licensee, in addition to any other remedy provided Licensor by law or by this Agreement, agrees and is bound to:
- (a) Reimburse Licensor's full cost and expense associated with the audit; and
  - (b) Pay Licensor an amount equal to one hundred and twenty-five (125%) of the amount that Licensee has failed to report or pay, along with interest at the rate of the prime lending rate as published in the Wall Street Journal from time to time plus two percent (2%), compounded semi-annually, calculated from the date each royalty accrued to the date of payment under this Section.

Any payments due under this Section shall be due and payable within thirty (30) Days following notice from Licensor of such failure, breach or default.

- 5.7 All royalty payments under this Agreement shall be paid in United States currency, without deductions of taxes of any kind other than as provided for in Section 4.4, payable to Licensor c/o SAMUELS, GREEN, STEEL & ADAMS, LLP, Scott Albrecht, Esq.; at 19800 Macarthur Blvd., Suite 1000, Irvine, California 92612-2433, U.S.A. by wire transfer to:

SAMUELS, GREEN, STEEL & ADAMS, LLP  
Scott Albrecht, Esq.; P.C. Client Trust

*[Financial Information Redacted]*

or to any other U.S.A. accounts, as instructed jointly and in writing by Licensor and Scott Albrecht, Esq.



5.8 In the event applicable exchange control regulations shall prevent remittance of United States currency payment hereunder by Licensee, Licensee agrees, at Licensor's option and in accordance with the requirement to make payments without deductions of taxes of any kind other than as provided for in Section 4.4, to deposit an equivalent amount in a currency as designated by Licensor, in a bank designated by Licensor for the account of Licensor, such equivalent amounts to be calculated using currency tables published in the Wall Street Journal.

## 6. TERM AND TERMINATION

6.1 This Agreement shall continue in full force and effect, unless sooner terminated by specific provisions in this Agreement, until the expiration date of the last remaining of the Claims in the Patent Portfolio, or until a final decree of invalidity from which no appeal or other judicial recourse can be, or is, taken of the last remaining of the Claims in the Patent Portfolio.

6.2 Licensee may terminate this Agreement at any time by sixty (60) Days written notice to Licensor.

6.3 Licensor may terminate this Agreement forthwith upon written notice to Licensee if:

- (a) Licensee remains in default in making any payment or supplying a Royalty report or fails to comply with any other provision for a period of thirty (30) Days, in each case after written notice of such default or failure is given by Licensor to Licensee, unless a genuine and good faith dispute exists as to the amount due and any amounts not in dispute are timely paid;
- (b) Licensee shall make an assignment for the benefit of creditors, or any order for the compulsory liquidation of Licensee shall be made by any court;
- (c) Licensee shall be finally determined by a court of competent jurisdiction to have (i) willfully or deliberately violated any material provision of this Agreement; (ii) concealed from Licensor any failure to comply with this Agreement including, but not limited to, the deliberate or willful understatement of royalties payable or the express refusal to timely pay royalties; and/or (iii) acted in bad faith in breaching any material provision of this Agreement. In such an event, the termination shall be effective as of the date of notice given by Licensor; and
- (d) Licensee and/or any of its Affiliates, during the term of the Agreement, directly or through others, assert in any judicial proceeding or judicial document that any of the Claims in the Patent Portfolio are invalid.

6.4 Any termination of this Agreement shall not relieve Licensee of its liability for any payments accrued or owing prior to the effective date of such termination, or for any payments on Royalty Products manufactured by Licensee, in whole or in part, and located in the United States and its territories and possessions and/or including and covering all countries on planet Earth and surrounding planets/systems, prior to the effective date of such termination and Sold after the termination date.

## 7. ASSIGNMENTS

7.1 This Agreement may be assigned by Licensor provided that the assignment does not operate to terminate, impair or in any way change any obligations or rights that Licensor currently has under this Agreement, or any of the obligations or rights that Licensee would have had, if the assignment has not occurred. In the event the assignment is to a competitor of Licensee, Licensor and Inventor will continue to receive Royalty Reports made by Licensee on a confidential basis and will not reveal the contents of the Royalty Reports to the assignee.

7.2 This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties, but no purported assignment or transfer by Licensee of this Agreement or any part thereof shall have any force or validity whatsoever unless and until approved in writing by Licensor, except an assignment to a direct or indirect wholly-owned subsidiary of Licensee, or to a buyer of all or substantially all of an entire business unit or product line of Licensee to which this license pertains. However, any purported conveyance or any attempt by Licensee to confer or extend the benefits and privileges of this Agreement upon or to any entity shall be void and ineffective if that entity: (i) shall have, directly or indirectly, rejected or declined to accept a license from Licensor upon like, similar or more favorable terms as embodiment herein; and/or (ii) directly or through others, asserted in any judicial proceeding or document that any of the Claims in the Patent Portfolio are invalid.

## 8. COVENANTS, REPRESENTATIONS AND WARRANTIES

8.1 Licensor and Inventor warrant and covenant that: (i) if during the term of this Agreement, they own, control or acquire additional Claim(s), this Agreement will be supplemented to include such additional Claim(s) without the payment by Licensee of any royalties other than those required to be paid under this Agreement; (ii) they have the entire right, title and interest in and to the Claims in the Patent Portfolio; (iii) they have the right and authority to enter into this Agreement; (iv) they do not own or control any foreign issued patents or foreign pending patent applications; and (v) there are no liens, conveyances, mortgages, assignments, encumbrances or other agreements to which Licensor or Inventor are a party, or by which they are bound, that would prevent or impair the full exercise

of all substantive rights granted to Licensee by Licensor pursuant to the terms and provisions of this Agreement.

- 8.2 Licensor and inventor make no representation or warranty that Royalty Products will not infringe, directly, contributorily or by inducement under the laws of the United States or any foreign country, any patent or other intellectual property right of a third party.
- 8.3 Any dispute arising under or relating to this Agreement or in any dispute arising with respect or related to the subject matter of the Claims in the Patent Portfolio, which cannot be resolved by negotiation in good faith between the parties hereto, shall be resolved by an action brought in, and the Parties and their Affiliates who have agreed to be bound by this Agreement consent to the jurisdiction and venue of a court in the State of Delaware, U.S.A. Without regard to those laws relating to conflict of laws and the parties to this agreement hereby submit to the jurisdiction of the courts in the State of Delaware, U.S.A. in connection with any disputes arising out of this Agreement.
- 8.4 Licensee hereby submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and any enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction and forum of the courts of the State of Delaware in the United States of America, the courts of the United States of America for the District of Delaware, and appellate courts from any thereof. Licensee agrees not to raise, and waives, any objections or defenses based upon venue or forum non conveniens, except that Licensor may seek temporary injunctive relief in any venue of its choosing.
- 8.5 Licensee hereby designates the following agent in the United States for any service of any summons, complaint or other process in connection with any litigation arising out of this Agreement and Licensee agrees and certifies that such agent shall have full authority to accept the same on behalf of Licensee:

Name: W. Alan Barker, Geneva Legal Counsel  
Address: 4240 International Parkway  
Suite 100  
Carrollton, Texas 75007  
Tel.: (469) 568-2376 x112  
Fax: (469) 568-2100  
Email: abarker@genevaaerospace.com

- 8.6 Licensee represents and warrants that Licensee assumes responsibility for obtaining all necessary official government approval, validation, and/or consent from the appropriate governmental authorities for the performance of this Agreement and for remittance of payment pursuant hereto and for registering or recording this Agreement as required; provided, however, that Licensee shall use its best efforts to provide that Licensor shall have the right to participate or be

represented in any proceeding, hearing, negotiation or the like with governmental authorities relating to such approval, validation and/or consent.

- 8.7 Licensee and its Affiliates shall, upon request, grant to Licensor, Inventor, and/or their Affiliates a non-exclusive license to and release from any and all claims of infringement of any patents that are necessarily infringed when implementing the Intellectual Property or claiming technologies for which there is no realistic alternative in implementing the Intellectual Property and with respect to which Licensee has or may in the future obtain rights or controls, directly or indirectly, to grant such a license and release. Any such licenses and release shall be granted upon fair, reasonable, and non-discriminatory terms and provisions.
- 8.8 Every Party represents and warrants that in executing this Agreement, other than the promises, warranties and representations expressly made in this Agreement, it does not rely on any promises, inducements, or representations made by any Party or third party with respect to this Agreement or any other business dealings with any Party or third party, now or in the future.
- 8.9 Every Party represents and warrants that it is not presently the subject of a voluntary or involuntary petition in bankruptcy or the equivalent thereof, is not presently contemplating filing any such voluntary petition, and does not presently have reason to believe that such an involuntary petition will be filed against it.
- 8.10 Other than the express warranties of this Article, there are no other warranties, express or implied.

## 9. CONFIDENTIAL INFORMATION

- 9.1 For a period of five (5) years as measured from the first date of disclosure of Confidential Information pursuant to this Agreement, Licensor and Inventor agree to use reasonable care and discretion, at least commensurate with that degree of reasonable care they use to protect similar information of their own, to avoid disclosure, publication or dissemination of Confidential Information, outside of those employees, attorneys or consultants of Licensor, and independent public accountants selected by Licensor pursuant to Section 5.6, who have a need to know Confidential Information, and are bound by the terms of this Article to keep Confidential Information in confidence.
- 9.2 Disclosure by Licensor or Inventor of Confidential Information under Section 9.1 of this Agreement shall be permitted in the following circumstances; provided, that Licensor and Inventor shall have first given reasonable notice to Licensee that such disclosure is to be made:
- (a) in response to an order of a court, government or governmental body;
  - (b) otherwise as required by law; or

- (c) to the independent public accountants selected in accordance with Section 5.6 who agree in writing to maintain Confidential Information in confidence.

9.3 Notwithstanding any other provisions of this Agreement, the obligations specified in Section 9.1 of this Agreement will not apply to any Confidential Information that:

- (a) is or become publicly available without breach of this Agreement;
- (b) is released for disclosure by written consent of Licensee;
- (c) can be shown by written documentation to have already been in Licensor's or Inventor's possession at the time of its receipt from Licensee; or
- (d) is disclosed to Licensor or Inventor by a third party without Licensor's or Inventor's knowledge of any breach of any obligation or confidentiality owed to Licensee.

## 10. MISCELLANEOUS

10.1 All notices to, demands, consents, and communications that any Party may desire to give to the other, and/or may be required under this Agreement, must be in writing. The notice shall be effective upon receipt in the United States after having been sent by registered or certified mail or sent by facsimile transmission; and shall be effective upon receipt outside the United States after having been delivered prepaid to a reputable international delivery service or courier or sent by facsimile transmission; and addressed to the address designated below:

For notice to Licensor:

SAMUELS, GREEN, STEEL & ADAMS, LLP,  
Mr. Mark Adams, Esq.  
19800 MacArthur Blvd., Suite 1000  
Irvine, CA 92612

For notice to Licensee:

W. Alan Barker, Geneva Legal Counsel  
4240 International Parkway  
Suite 100  
Carrollton, Texas 75007  
Tel: (469) 568-2376 x112  
Fax: (469) 568-2100  
Email: [abarker@genevaaerospace.com](mailto:abarker@genevaaerospace.com)

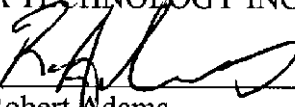
Or to such address that the Party to whom notices are to be sent may from time to time designate in writing.

- 10.2 No failure or delay to act upon any default or to exercise any right, power or remedy under this Agreement will operate as a waiver of any such default, right, power or remedy.
- 10.3 This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior oral or written negotiations, agreements and understandings. This Agreement may not be modified or amended except in writing duly signed by authorized persons on behalf of the Parties.
- 10.4 The validity, construction, interpretation and performance of this Agreement, and any disputes or legal actions arising under or from this Agreement, shall be governed by the laws and regulations of the United States of America as to patent law, and the State of Delaware as applied to contracts.
- 10.5 Each of the terms and provisions of this Agreement is material. Without such terms and provisions the Parties would not have entered into this Agreement. If any term or provision of this Agreement is, becomes, or is deemed invalid, illegal or unenforceable under the applicable laws or regulations in the United States or any of its jurisdictions including, for example, the State of Delaware, such term or provision may be amended, by mutual agreement between Licensor and Licensee, to the extent necessary to conform to applicable laws or regulations without materially altering the intention of the parties or, if it cannot be so amended by good-faith negotiations and agreement between Licensor and Licensee then this Agreement shall be terminated sixty (60) days following such term or provision becoming or being deemed invalid, illegal or unenforceable.
- 10.6 This Agreement does not constitute either Party the agent of the other Party for any purpose whatsoever, nor does either Party have the right or authority to assume, create or incur any liability of any kind, express or implied, against or in the name or on behalf of the other Party.
- 10.7 The English language form of this Agreement shall control and determine its interpretation.

IN WITNESS WHEREOF, the parties hereto have caused this RPV License Agreement to be executed by their respective duly authorized officers as of the Effective Date.

OPTIMA TECHNOLOGY INC.

Date: May 01, 2006

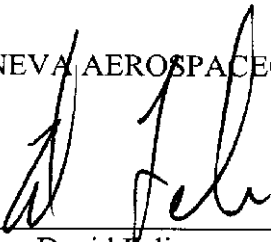
By:   
Robert Adams  
As CEO, Optima Technology Inc.

Date: May 25, 2006.

By:   
Jed Margolin  
Inventor

GENEVA AEROSPACE®, INC.

Date: May 17, 2006.

By:   
David Helio  
As CEO/President  
Geneva Aerospace, Inc.

This Agreement shall not be effective unless an original or a fax copy of this signature page fully executing this Agreement is received by Licensor within twenty-one (21) Days of the Effective Date.

Exhibit A

*[Redacted]*



Geneva P/N	Name	Description	List Price
<b>Flight Controls</b>			
606-0022-001	flightTEK for Fixed Wing No Navigator	flightTEK computer with internal GPS and fixed wing VACS software. No cabling or GPS antenna.	\$ 11,900.00
606-0023-001	flightTEK for Airship No Navigator	flightTEK computer with internal GPS and airship VACS software. No cabling or GPS antenna.	\$ 20,500.00
606-0022-002	flightTEK Extended Use	Same as above with the addition of a web interface that permits the customer to modify the autopilot gains.	\$ 11,900.00
606-0023-002	flightTEK Airship Extended Use	Same as above with the addition of a web interface that permits the customer to modify the autopilot gains.	\$ 20,500.00
606-0024-001	flightTEK Standard Cable Set	Standard cable set not including the GPS RF cable. Cable is based on Dakota configuration.	\$ 2,900.00
606-0025-001	flightTEK PIL Cable Set	Standard bench cable that breaks out all of the flightTEK interfaces	\$ 1,200.00
606-0026-001	flightTEK Custom Cable Set Design	Non-standard cable set design to interface to special payloads or other airborne components. Comes with a single cable set to aid in fit checks and integration.	\$ 23,000.00
Defined at design	flightTEK Custom Cable Set	Single cable set designed to specifications from the custom cable set design effort	\$ 3,100.00
606-0027-002	flightTEK GPS Antenna	Active GPS antenna and TBD ft. RF cable	\$ 490.00
<b>flightTEK VACS Software Options</b>			
820-0011-001	Navigator Software	15 state Kalman filter that provides the full navigation state.	\$ 1,000.00
606-0068-001	SIL 6DOF SDK	Development environment that supports the extended use flightTEK. Allows the user to create a model of the aircraft and test the flightTEK gain settings against the airframe model. Includes a pre-compiled library for use on a ??? OS and Visual C++ compiler environment.	\$ 15,000.00
606-0050-001	PIL/HIL 6DOF SDK System	Development environment that supports the extended use flightTEK. Allows the user to create a model of the aircraft and test the flightTEK gain settings against the airframe model in a real-time PIL/HIL environment. Includes a pre-compiled library for use on a Linux OS and a preloaded Boox PC.	\$ 5,000.00
<b>flightTEK IMU/INS</b>			
606-0028-001	Systron Donner CMIGITS III INS	Includes the CMIGITS hardware and the software interface driver	\$ 30,850.00
606-0029-001	CMIGITS Mount w/ 12v/28v DC-DC converter	Standard Dakota mount with interface cable and 12v/28v DC-DC power converter	\$ 2,000.00
606-0030-001	CMIGITS Mount (28v)	Standard Dakota mount with interface cable without power converter (28v)	\$ 1,500.00
606-0031-001	Systron Donner MMQ IMU Assembly	Includes the MMQ hardware, LVDS board converter, TBD in. cable between MMQ and LVDS board, and the software interface driver	\$ 7,200.00
606-0032-001	Crossbow IMU	Includes the Crossbow hardware and the software interface driver	\$ 4,900.00
606-0033-001	Microstrain IMU	Includes Microstrain hardware and the software interface driver	\$ 1,900.00
606-0065-001	Interface Panel	Includes ADS sensor, RC to autonomous flight switching, FTS interface	\$ 7,000.00
606-0035-001	ADS Sensor - Setra	ADS sensor w/ tubing - Setra	\$ 550.00
606-0035-002	ADS Sensor - All Sensors	ADS sensor w/ tubing - All Sensors	\$ 550.00
<b>Data Link for Air Vehicles</b>			
606-0036-001	linkTEK DV	Transmits data & video via 802.11b for LOS or via optional satcom link for BLOS. Video is transmitted as digital data compressed using JPEG2000 compression. 4 ethernet ports on an internal switch are provided. If flightTEK is used, one ethernet port will be used. 1 watt internal power amp for 802.11b is included.	\$ 9,950.00
606-0036-002	linkTEK DV No Amp	Same as linkTEK DV but does not include internal 802.11b power amp.	\$ 8,600.00
606-0037-001	linkTEK D	Same as linkTEK DV but does not include video.	\$ 9,200.00
606-0037-002	linkTEK D No Amp	Same as linkTEK DV No Amp but does not include video.	\$ 8,000.00
606-0038-001	SATCOM - 1	Satcom modem enclosure with a single GlobalStar modem, TBD in. of RF cable, 24 in. serial interface cable, and a single GlobalStar antenna.	\$ 4,400.00
606-0038-002	SATCOM - 2	Satcom modem enclosure with two GlobalStar modems, TBD in. of RF cables, 24 in. serial interface cable, and two GlobalStar antennas.	\$ 7,200.00
606-0041-001	linkTEK Developer Kit	Power cable, power supply, and RJ45 cable, and 3" rubber duck antenna.	\$ 950.00
606-0039-001	Serial Datalink 225-400 MHz	Radio hardware with TBD in. RF cable and vehicle antenna	\$ 5,200.00
606-0040-001	Serial Datalink 900 MHz	Radio hardware with TBD in. RF cable and vehicle antenna	\$ 1,750.00
606-0042-001	Serial Datalink Developer Kit	Power cable, power supply, and RJ45 cable, and 3" rubber duck antenna.	\$ 950.00
<b>Control Stations</b>			
820-0012-001	missionTEK Software	Runs on Windows 2000, NT, or XP. Capable of commanding all available flight modes.	\$ 15,000.00
606-0010-001	missionTEK Computer	Includes a Panasonic Toughbook, mouse, and joystick.	\$ 4,500.00
606-0069-001	missionTEK Synthetic Image Module	This product is an interface module that enables missionTEK support unmanned vehicle operator situational awareness aids. The product provides an interface to the AAcuity® PC-IG System sold by SDS International. The product requires missionTEK to be connected to the PC-IG system through an Ethernet connection and provides the PC-IG system periodic vehicle data that is used to generate a synthetic image of the vehicle relative to a 3-D terrain environment.	\$ 2,000.00
606-0037-003	linkTEK D - GCS	Same as linkTEK D for the air vehicle and includes power supply, power cable, interface cables, and 3" quarter wave rubber duck antenna.	\$ 9,700.00
606-0037-004	linkTEK D No Amp - GCS	Same as linkTEK D - GCS except no 802.11b power amp.	\$ 9,000.00
606-0038-003	SATCOM - 1 - GCS	Satcom modem enclosure with a single GlobalStar modem, TBD in. of RF cable, 24 in. serial interface cable, and a single GlobalStar antenna.	\$ 5,200.00
606-0038-004	SATCOM - 2 - GCS	Same as SATCOM - 1 except an additional GlobalStar modem, RF cable, and antenna is included.	\$ 8,600.00
606-0043-001	linkTEK Comm Kit	802.11b antenna, RF cables, antenna masts,	\$ 1,250.00
606-0039-002	Serial Datalink 225-400 MHz - GCS	225-400 MHz radio hardware in ruggedized enclosure with ground power cord	\$ 4,600.00
606-0040-002	Serial Datalink 900 MHz - GCS	900 MHz radio hardware in ruggedized enclosure with ground power cord	\$ 2,000.00
501-xxxx-xxx	linkTek / Serial Datalink Interface Cable	Interface cable required when using linkTEK to support multi-vehicle control	\$ 130.00
606-0043-002	Serial Datalink Comm Kit	900 MHz Omni antenna, 3dB Omnidirectional UHF antenna, 30' RF cable, antenna masts, mast mounting kit, mast stand	\$ 950.00
606-0051-001	Ground Control Station - Packaged Option	GCS Box with power supply and integrated with purchased Control Station Components	\$ 1,900.00
<b>Flight Termination</b>			
606-0044-001	safeTEK Air	Receiver, backup battery pack, TBD in. RF cable, and antenna	\$ 4,500.00
602-0042-001	safeTEK Ground	Rack mount with ability to independently command 3 safeTEK air units. Comes with power cord.	\$ 8,750.00
506-0043-003	safeTEK Ground Comm Kit	Antenna, RF cable, mast	\$ 1,950.00