

VEETEDE AMET, HNT SISSE TULNUD 22.11.2012 Nr 3-3-51/136
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License Agreement No. K036.12

License Agreement No. K036.12

Embracing Rights for the Derivation of Data

by and between

ESTONIAN MARITIME ADMINISTRATION (EMA)

and

BIST LLC.



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LICENSE AGREEMENT

Whereas the Estonian Maritime Administration (EMA) is the producer of the official nautical charts for its country, and claims that it possesses the copyright for its products and permission is required in order to use its products and the navigational information contained in such charts, nautical publications, or other publications in physical or electronic form.

Whereas BIST LLC. is desirous of utilizing navigational information contained in such charts, nautical publications, or other publications in physical or electronic form and the parties having reached **License Agreement** in this regard and desire to record such **License Agreement** in writing,

Now therefore these present witnessed:

DEFINITIONS

To avoid repetition, the following expressions, wherever used within this **License Agreement** have the specific meanings given below:

Licensors	The Estonian Maritime Administration (EMA)
Licensee	This includes BIST LLC. executors, administrators and assignees or successors in business as the case may be. It does not include any other present or future subsidiary or co-operating companies, unless this is clearly stated in this License Agreement
Licensors' Products	This refers to those of EMA's products that are listed in Schedule (A).
Derived Products	These are those products or services listed in Schedule (B) that are derived by BIST LLC. from EMA's products within the rights granted to BIST LLC. in this License Agreement and are meant to be used or sold by BIST LLC. and BIST LLC. distributors.
Security Copy	A security copy is a single copy taken solely for the purposes of protecting against accidental loss or corruption, and servicing customers.
Sale	Sale includes hiring out or otherwise distributing whether for a charge, on a non-profit basis, or free. Cognates of "sale" shall be construed accordingly.
Customers, End-users or Users	These shall consist of any third party to whom BIST LLC., or someone on BIST LLC.'s behalf, have sold derived products.
Distributors	These shall consist of third parties, who are not a subsidiary company to BIST LLC., who sell the derived products on BIST LLC. behalf.
Derivation	Derivation includes any kind of derivation in any type or form, whether direct or indirect, permanent or intermediate, in analogue or digital form
Accounting Period	The period during which accounts are kept for settlement by BIST LLC.



1) Provision of Data

Licensor shall provide Licensee one copy of products as listed in Schedule (A) at Licensee's expense, and upon receipt of a written purchase order from Licensee.

Licensor shall also provide Licensee one copy of any updates to Licensor's products as listed in Schedule (A).

Licensee will automatically be charged marketing fee for each of Licensor's products Licensee purchase, as laid out in Schedule (C) of this License Agreement.

Licensee may utilize whichever or any combination of Licensor's products as best suits Licensee derivation purposes.

2) Grant and Obligations

Licensor grants to Licensee a non-exclusive right to use Licensor's products as listed in Schedule (A) within Licensee product as listed in Schedule (B). The grant to Licensee is subject to the terms and conditions of this License Agreement. Licensee's rights do not limit the use by Licensor or any third party authorized by Licensor to use, distribute or sell Licensor's products.

Licensee shall, during the term of this License Agreement:

- i. generally act diligently as a user;
- ii. perform all functions and obligations and refrain from acting contrary to its obligations as set out in this License Agreement;
- iii. maintain detailed records of transactions and inquiries, relating to Licensor's products and Licensee products as specified in by this License Agreement;
- iv. account to Licensor promptly after the end of each Accounting Period for fees due to Licensor, provide particulars of the calculation of the fees, and report as specified in this License Agreement;
- v. permit Licensor access to Licensee's records as specified in this License Agreement;
- vi. not without Licensor's prior written consent, use or apply in relation to a Derived Product any names, chart numbers, emblems, trade marks or other signs of Licensor, except as provided in this License Agreement;
- vii. allow Licensor to purchase any Derived Product or other product manufactured by Licensee for a per unit price no greater than the dealer wholesale price at which Licensee sell the Derived Product or any other product manufactured by Licensee;
- viii. draw to Licensor's attention any claimed defects or errors in Licensor's products or updates which come to Licensee's attention during the term of this License Agreement.
- ix. liaise generally with, and report to Licensor as reasonably required in relation to matters the subject of or connected to this License Agreement;
- x. nominate from time to time a person who has authority to receive and sign notices and written communications for Licensee under this License Agreement and accept any request or direction in relation to the License Agreement; and

Licensor shall, during the Term of this License Agreement:

- i. generally act diligently as a owner;
- ii. perform all functions and obligations and refrain from acting contrary to its obligations as set out in this License Agreement;
- iii. liaise with any other HO(s) or equivalent authorities, with whom Licensee may have similar License Agreements, in order to ensure that total proportion administered of any single derived product does not exceed 100%.
- iv. not subsequently grant more favourable License Agreement conditions to a third party in similar circumstances without offering substantially similar terms to Licensee



3) Virtual Access

Licensee shall not place or permit the Derived Product to be placed on a computer accessible to third parties whether via the Internet or otherwise except where:

- i. It is being used as the delivery mechanism to a distributor or End-User and Licensee have used the best endeavours to ensure that it cannot be accessed by third parties and the delivery mechanism can be audited and independently verified for the number of copies supplied and the details of the recipient;
- ii. It is open to third parties on an unrestricted basis but Licensee have used best endeavour to ensure that the Derived Product may only be used by third parties for a period not exceeding thirty days from the date of the first installation and for the sole purpose of demonstrating the Derived Product;
- iii. It is open to third parties on an unrestricted basis but only in respect of the following limited extract:
 - a. All graphic images shall be in a raster format that is not geo-referenced (i.e. no lat/lon grid or coordinates printed on the image)
 - b. No more than one graphical or textual extract from each Derived Product may be reproduced and made available at any one time;
 - c. Where third parties have access to more than one graphical extract at different times, then Licensee shall use its best endeavours to ensure such graphical extracts cannot be copied and seamlessly joined in order to exceed the limits stated above.

As an acknowledgment that the derived product is derived from Licensor's products, the name of Licensor shall appear in association with each derived product, as foreseen in clause 7 and defined in Schedule (D).

4) Intellectual property

The Parties acknowledge that intellectual property law protects their products. The Parties will respect the rules and regulations that are determined by law, and by this License Agreement.

Neither party waive any rights they might have under national or international intellectual property law or any rights to seek litigation at a later stage.

Neither party shall achieve, by means of this contract and of contract law, any rights beyond those granted under intellectual property law. In case of conflict with any other part of this License Agreement, this clause shall prevail and any conflicting clauses shall automatically be null and void, including this entire License Agreement if it is determined that under intellectual property law no permission is needed by Licensee

The parties acknowledge that they do not intend to prevent each other continuing their current business whilst their rights under intellectual property law are not infringed.

5) Payment

Licensee shall agree to make payments in the manner set out in Schedule (C), which form part of this License Agreement.

6) Reporting and Payment

Licensee shall, within thirty (30) days after the last day of December of each year, make available to Licensor a true and accurate report giving the following details on the derived products made, used or sold by Licensee and/or Licensee's Distributors during the preceding twelve (12) months:

- The number of products, as listed in Schedule (B), registered as sold.
- The net gross income for each of the products sold, as listed in Schedule (B).
- The retail price (excl. VAT) for each of Licensee's products as listed in Schedule (B).

Licensor will keep all information confidential.



All payments are to commence with the date of this License Agreement and shall be made within thirty (30) days of the date of the relevant invoice from Licensor. Licensor shall communicate appropriate payment instructions, and reserves the right to take payment "in-kind" via any services and/or products that Licensee currently provides.

During the term of this License Agreement and for a further seven (7) years period thereafter Licensee shall keep full, true and accurate books of account containing all particulars which may be necessary for the purpose of showing the amount payable to Licensor by way of marketing fees.

Licensor reserves the right, at Licensor's own expense, to assign a mutually acceptable independent auditor to access Licensee's books at all reasonable times, and with at least two weeks advance notice, to verify Licensee's sales figures. If an audit concludes that Licensee have failed to account for the payment due under this License Agreement, and the amount unpaid is more than 10 % of the total payment due according to Licensee's sales reports, Licensee shall pay both the amount outstanding and the costs of the audit. The auditor will be bound to confidentiality and will only report to Licensor what is relevant to conclude on the performance of the License Agreement.

7) Acknowledgments

Licensee undertakes that derived products shall carry an acknowledgment that they are: derived from Licensor's products; they do not replace the need for official products, except where explicitly stated otherwise by national laws and/or regulations; and may not be up to date. Licensee shall incorporate this acknowledgment in the derived product in the forms and manner determined in Schedule (D). Licensee shall also ensure that any literature distributed by Licensee or on Licensee's behalf that promotes or describes the derived product shall include the acknowledgment defined in Schedule (D).

8) Contracting

Licensee may contract out work for the purpose of exercising Licensee's rights as granted by this License Agreement. The terms of any such contract shall impose upon the contractor the obligations below:

- All contractors shall be subject to the same obligations to which Licensee is subject under this License Agreement.
- No contractor shall be given power to grant authorization for Licensor's products or Licensee's product.
- No contractor shall use Licensor's products or Licensee's product for any purpose other than that for which this license is issued.

Licensor further grants Licensee's contractors permission to store a single copy of Licensee's product for as long as it is necessary to fulfil the purpose of their contract with Licensee.

The prior written permission of Licensor is required should Licensee's contractors wish to exceed these rights.

9) Advertising

Licensee shall not make, or cause to be made, any inaccurate or misleading statement about the International Hydrographic Organization (IHO), the International Hydrographic Bureau (IHB), Licensor or Licensor's products, or cause the name of the IHO, the IHB, Licensor or Licensor's products to be used without Licensor's consent in Licensee's advertisements. Licensee shall not make, or cause to be made, any claims that the IHO, the IHB or Licensor in anyway endorses the Licensee's derived products or that the derived products in any way carry equivalent liability to Licensor's products.

10) Warranty and Indemnity

Licensor warrants that it is entitled to grant to Licensee this permission. Licensee assumes the sole risk of interpreting and applying Licensor's products.

Licensee shall keep harmless and indemnify Licensor against all claims, actions, suits, damages, liabilities, losses, charges and proceedings that Licensor may incur or be put to as a direct result of:

- i. any breach of this License Agreement by Licensee or Licensee's sub-contractors.
- ii. the illicit and/or improper use by any third party of Licensor's products or Licensee's product which have been supplied by Licensee. Indemnity shall not extend to cover illicit and/or improper third party use of Licensor's products or the Licensee's product where reasonable care has been taken by Licensee to inform third parties of the limitations of this License Agreement, and to take reasonable precautions to

- iii. ensure that such third party use cannot take place.
- iii. any modification of Licensor's products through Licensee's production of Licensee's product, to the extent that the loss, damage or injury or portion thereof is judged attributable to that modification.
- iv. Licensee use of withdrawn chart(s) for initial derivation of Licensee's products provided that Licensee have been informed by Licensor's Notice to Mariners that the chart(s) has been withdrawn.

Licensee shall promptly draw Licensor's attention to any claimed defects or errors in Licensor's products that come to Licensee's attention during the term of this License Agreement.

Licensor shall keep harmless and indemnify Licensee against all claims, actions, suits, damages, liabilities, losses, charges and proceedings that Licensee may incur or be put to as a direct result of:

- i. any breach of this License Agreement by Licensor; or
- ii. the illicit or/and improper use by any third party of Licensee's product which have been supplied by or taken from Licensor.
- iii. Errors contained in Licensor products or any other material supplied by Licensor.

This clause shall survive the expiration or termination of this License Agreement.

In the event of any threatened or actual suit against one or both Parties to this License Agreement, the Parties shall promptly inform each other and shall collaboratively decide on the steps to be taken in the circumstances. Each Party shall cooperate with the other Party in defending or pursuing any actions or claims.

11) Force Majeure

In the event that any party is delayed in the performance of its obligations under this License Agreement by force majeure, this License Agreement shall remain in suspense until the cause thereof ceases. Upon cessation of the cause of the delay, the duties and obligations imposed on both parties by this License Agreement shall again become fully operative. However, should such delay exceed six months, either party may give written notice of termination and this License Agreement shall then terminate according to clause 18.

Force Majeure shall include, although not by way of limitation, strikes, lockouts, riots, sabotage, acts of war or piracy, destruction of essential equipment by fire, explosion, storm, flood or earthquake or any other Act of God, and delay caused by failure of power supplies or transport facilities.

12) Assignment

Licensee shall not assign this License Agreement, or any part thereof, without the consent of Licensor first being obtained in writing. Licensee shall undertake to inform Licensor of any change of company name, address or takeover details that pertain to this License Agreement within ten working days of any such change.

13) Dispute resolution

Before resorting to any external dispute resolution mechanism, the Parties shall attempt to settle by amicable negotiation any dispute in relation to this License Agreement. Either party may request that the dispute be submitted to a mediator or to arbitration. Both parties must agree on whom to use as mediator. Both parties can reject the results of the mediation.

Notwithstanding the existence of a dispute, each Party shall continue to perform its obligations under this License Agreement, and this License Agreement cannot be terminated before the procedure relating to the dispute has been concluded.

14) Interpretation and Amendment

This License Agreement shall be interpreted in all respects according to general principles of international contract law, as reflected in the UNIDROIT Principles of International Commercial Contracts, and be governed according to the laws of the Republic of Estonia. Only the English language version of this License Agreement shall be considered enforceable.

This License Agreement with its Schedules A, B, C and D constitute the entire License Agreement between Licensor



and Licensee. This License Agreement may be amended at any time, in writing, by mutual consent of both parties. Save as otherwise provided, no modification, amendment or translation shall be binding unless both parties agree it in writing. All prior negotiations, representations, License Agreements and understandings are merged into, extinguished by or completely expressed by it.

15) Variation

This License Agreement may be amended at any time, in writing, by mutual consent of Licensor and Licensee.

16) Sole License Agreement and Non Representation

This License Agreement constitutes the entire License Agreement between Licensor and Licensee as to the material and products listed in Schedule (A). All prior negotiations, representations, License Agreements and understandings are merged into, extinguished by or completely expressed by it.

17) Period

This License Agreement shall have effect beginning from the last date given in paragraph # 23 for three (3) years and shall be automatically renewed for consecutive three (3) year terms thereafter unless terminated by any party, giving not less than 12 (twelve) months' notice in writing to the other party.

Licensor will not terminate or modify the License Agreement so as to restrict competition or to grant Licensor or any other party an unfair advantage in the sales of digital cartographic products.

18) Termination

In the event that any party commits a material breach of this License Agreement and the breach is not remedied (if remediable) within 6 (six) months, the party giving the notice may terminate this License Agreement without prejudice to any existing rights of any party against the other under, or arising from the terms of this License Agreement. Notice of the breach and termination shall be sent, by registered post, to the address as given in paragraph # 23 to this License Agreement.

Termination may not take place if the breaching party within 3 (three) months from the breach has put forward a plan to remedy the breach within a certain time. The period for remedying the breach cannot be more than 1 (one) year from the breach. If the plan is not duly adhered to, termination can take place immediately, provided that 6 months from the receipt of the notice of the breach by the party committing the material breach have elapsed.

In the case of a breach by Licensor, Licensee can choose to withhold payment according to this License Agreement for one year. Such a situation is considered a dispute under clause 11. The withheld payment can be used to settle any damages awarded to Licensee as a result of the dispute settlement. If damages are not awarded, the payment shall be made when the dispute is settled.

Termination of this License Agreement shall, unless Licensor determines otherwise, terminate any sub-contract, which relies for its performance on access to Licensor's products.

In the event of the termination of this License Agreement, Licensee shall as soon as practicable stop utilizing Licensor's products for Licensee's products, and destroy or have destroyed all non-essential copies of Licensor's products, the relative portion of any derived products, and their derivatives, that are held by Licensee or Licensee's contractors. Essential copies of Licensor's products, the relative portion of any derived products and derivatives may be held by Licensee for the sole purposes of servicing existing customers and legal reference.

If the parties at some time in the future should agree that the License Agreement no longer has to be fully performed, or a court having jurisdiction according to this License Agreement should reach or cause an equivalent conclusion, this License Agreement can be terminated with 6 months notice. The License Agreement should still be fully performed up to that time. Such a change shall have no influence on the contractual relationship between the parties prior to that time and there will be no question that any outstanding fees, expenses and other obligations arising from the License Agreement, accrued to that time, shall still be due.

19) Rights after Termination

The expiration of this License Agreement shall not relieve either party of any obligation to the other party arising prior to the expiration date.



20) Waiver of Default

No waiver by either party of any default of the other party shall be held to be a waiver of any other or subsequent default. The failure of either party at any time, to enforce or require performance of any of the provisions of this License Agreement, or to exercise any right or option provided, shall in no way be construed to be a waiver of that or any other provisions of this License Agreement or to affect the right of such party thereafter to enforce each such provision.

21) Confidentiality

This License Agreement and any information pertaining to this License Agreement is not confidential unless the parties have stated otherwise in this License Agreement or when supplying the information. Any information considered confidential shall not be passed to any third party without the express permission of both parties or as may be required by any applicable rule of law or as expressed in the paragraph below.

Schedule B and any proprietary information disclosed by a party to the other including, but not limited to, any of Licensee's reports on sales, is confidential and can be handled only by authorized personnel within Licensor who need to know and for the sole purpose of fulfilling this License Agreement.

22) Communication

All communications must be sent to the receiving party's initial address set forth in Section 23 or forwarded to a person handling the contractual matters by media specified in section below:

Estonian Maritime Administration
Olavi Heinlo
Deputy Head Cartography Department
Phone: + 372 205 621
e-mail: olavi.heinlo@vta.ee

BIST LLC.
Manoj Bist
CEO
Phone: 1-408-548-7403
e-mail: manojb@berryski.com

Handwritten signature/initials

Handwritten signature

23) Domicile.

Licensor has as its Domicile:

ESTONIAN MARITIME ADMINISTRATION
(Aids to Navigation and Hydrography Division)
Valge 4
11413, Tallinn
ESTONIA
Phone : +372 620 5500

Licensee has as its Domicile:

BIST LLC.
551 Columbia ave. #C
Sunnyvale, CA - 94085
USA
Phone: 1-408-548-7403

Signed:

for **EMA**



Mr. Andrus Maide
Director General

for **BIST LLC.**



Mr. Manoj Bist
CEO

Date:

Date: Nov. 13, 2012

Olavi Heikala
16.10.2012
Heikala

Valge
Heikala

SCHEDULE (A): EMA's Products

SCHEDULE UPDATED ON: 24.09.2012

Licensor's products shall consist of the portions of Licensor charts, nautical publications or other publications, including any/all updates, reprints and new editions in physical or electronic form, for which Licensor, under its responsibility, claims copyright to the extent that Licensee utilize them in Licensee's products as listed in Schedule B.

This Schedule will be periodically modified as required to reflect Licensee's use of additional or new editions of Licensor's products.

	ENC cell ID	ENC Title	EN Version	% of EMA data
1	EE203001	Narva to Vergi	S-57/3.1	100
2	EE203022	To North from Bay of Tallinn	S-57/3.1	100
3	EE203053	To North from Hiiumaa	S-57/3.1	100
4	EE203055	Pärnu Bay, Estonian – Latvian Border	S-57/3.1	100
5	EE203056	Islands Muhu, Saaremaa, Ruhnu	S-57/3.1	100
6	EE203064	North-West Border of Estonia	S-57/3.1	100
7	EE203067	Swedish Border and Irbe Strait to Estonia Border	S-57/3.1	100
8	EE3A0403	Port of Kunda	S-57/3.1	100
9	EE3A0404	North Estonia	S-57/3.1	100
10	EE3A0705	Tallinn - Paldiski	S-57/3.1	100
11	EE3A0906	North-West Estonia	S-57/3.1	100
12	EE3A1107	Northern Part of Island Hiiumaa	S-57/3.1	100
13	EE3A1108	Continuous zone with Finland	S-57/3.1	100
14	EE3A1311	East side of West Estonian Archipelago	S-57/3.1	100
15	EE3A1312	Island Saaremaa – Island Hiiumaa	S-57/3.1	100
16	EE3A1513	West Coast Saaremaa	S-57/3.1	100
17	EE3A1616	Island Ruhnu	S-57/3.1	100
18	EE3E0014	Estonian Swedish Border	S-57/3.1	100
19	EE3E0201	Estonian Russian Border, Narva Bay	S-57/3.1	100
20	EE3E1608	Estonian Latvian Border, Pärnu Bay	S-57/3.1	100
21	EE3E1913	Irbe Strait to Estonian Border	S-57/3.1	100
22	EE40650A	Mustvee to Vasknarva	S-57/3.1	100
23	EE40652A	Kodavere to Raskopelski Bay	S-57/3.1	100
24	EE40653A	Praaga to Kolpino	S-57/3.1	100
25	EE4B0101	Toila to Narva Jõesuu	S-57/3.1	100
26	EE4B0302	Purtse Port to Toila	S-57/3.1	100
27	EE4B1408	Suur Pakri – Rohuküla Harbour	S-57/3.1	100
28	EE4B1609	Osmussaar – Vormsi – Heltermaa harbour	S-57/3.1	100
29	EE4B1810	Island Hiiumaa	S-57/3.1	100
30	EE4B2011	West Coast of Island Hiiumaa	S-57/3.1	100
31	EE4B2112	East Side of West Estonian Archipelago	S-57/3.1	100
32	EE4B2113	Island Muhu – East side of Saaremaa	S-57/3.1	100
33	EE4B2214	Approaches to Ports of Sõru and Triigi	S-57/3.1	100
34	EE4B2415	West Coast of Island Saaremaa	S-57/3.1	100
35	EE4B3520	Sõrve Peninsula	S-57/3.1	100
36	EE4B3521	West from Saaremaa	S-57/3.1	100



37	EE4B3619	Island Abruks. Estonian-Latvian Border	S-57/3.1	100
38	EE4B3718	Island Ruhnu	S-57/3.1	100
39	EE4B3816	Approach to Port of Pärnu	S-57/3.1	100
40	EE4B3817	South East from Kihnu	S-57/3.1	100
41	EE4C0503	Approach to Port of Kunda	S-57/3.1	100
42	EE4C0604	Approach to Port of Vergi	S-57/3.1	100
43	EE4C0805	Peninsula Kaberneeme to Port Loksa	S-57/3.1	100
44	EE4C1006	Approaches to Ports of Tallinn and Muuga	S-57/3.1	100
45	EE4C1207	Peninsula Pakri	S-57/3.1	100
46	EE50744D	Sviby-Heltermaa-Rohuküla	S-57/3.1	100
47	EE50752C	Soela Strait to Triigi Bayknown	S-57/3.1	100
48	EE50780D	Pärnu Bay	S-57/3.1	100
49	EE50781D	Kihnu Strait	S-57/3.1	100
50	EE50816K	Loksa and Hara harbour	S-57/3.1	100
51	EE50820K	Muuga Harbour	S-57/3.1	100
52	EE50823C	Kopli Bay	S-57/3.1	100
53	EE50827C	Pakri Bay	S-57/3.1	100
54	EE50848C	Haapsalu Bay	S-57/3.1	100
55	EE50850C	Rukkirahu - Rohuküla	S-57/3.1	100
56	EE50875K	Roomassaare Harbour	S-57/3.1	100
57	EE50881K	Saaremaa Harbour	S-57/3.1	100
58	EE5L802A	Eesti Värav Channel	S-57/3.1	100
59	EE5L804A	Värskä Bay	S-57/3.1	100
60	EE60805C	Sillamäe Harbour	S-57/3.1	100
61	EE60811C	Kunda Harbour	S-57/3.1	100
62	EE60890C	Mõntu Harbour	S-57/3.1	100
63	EE60924C	Leppneeme Harbour	S-57/3.1	100
64	EE60925K	Rohuneeme Harbour	S-57/3.1	100
65	EE60929C	Miiduranna and Pirita Harbours	S-57/3.1	100
66	EE60930C	Vanasadam Harbour	S-57/3.1	100
67	EE60931C	Paljassaare Harbour	S-57/3.1	100
68	EE60933C	Naissaar Harbour	S-57/3.1	100
69	EE60944C	Haapsalu Harbour	S-57/3.1	100
70	EE60950C	Rohuküla Harbour	S-57/3.1	100
71	EE60951K	Lehtmaa Harbour	S-57/3.1	100
72	EE60954C	Lõunaranna Harbour	S-57/3.1	100
73	EE60956C	Heltermaa Harbour	S-57/3.1	100
74	EE60957C	Orissaare Harbour	S-57/3.1	100
75	EE60958C	Triigi Harbour	S-57/3.1	100
76	EE60960C	Sõru Harbour	S-57/3.1	100
77	EE60965C	Saaremaa Harbour	S-57/3.1	100
78	EE60968C	Veere Harbour	S-57/3.1	100
79	EE60970C	Koguva Harbour	S-57/3.1	100
80	EE60973C	Kärša	S-57/3.1	100
81	EE60974C	Virtsu and Virtsu vanasadama Harbours	S-57/3.1	100
82	EE60975C	Kungla Harbour	S-57/3.1	100
83	EE60976K	Kuivastu Harbour	S-57/3.1	100
84	EE60977C	Pärnu Harbour	S-57/3.1	100
85	EE60979C	Roomassaare Harbour	S-57/3.1	100
86	EE60981C	Kuressaare Harbour	S-57/3.1	100
87	EE60982C	Abruks Harbour	S-57/3.1	100
88	EE60983C	Nasva Harbour	S-57/3.1	100

89	EE60984C	Salme Jõesadam Harbour	S-57/3.1	100
90	EE60987C	Lõmala	S-57/3.1	100
91	EE60989C	Kaunispe	S-57/3.1	100
92	EE60991C	Munalaid and Manilaid Harbours	S-57/3.1	100
93	EE60992C	Kihnu Harbour	S-57/3.1	100
94	EE60999C	Ringsu Harbour	S-57/3.1	100
95	EE6EMAJ2	River Emajõgi 2	S-57/3.1	100
96	EE6EMAJ3	River Emajõgi 3	S-57/3.1	100
97	EE6EMAJ4	River Emajõgi 4	S-57/3.1	100
98	EE6EMAJ5	River Emajõgi 5	S-57/3.1	100
99	EE6EMAJ6	River Emajõgi 6	S-57/3.1	100
100	EE6EMAP1	River Emajõgi 1, Lake Peipus to Kastre Village	S-57/3.1	100
101	EE6L930A	Piirissaare Harbour and Channel	S-57/3.1	100
102	EE6L931A	Laaksaare Harbour	S-57/3.1	100
103	EE6NARV1	Narva River 1, from Narva-Jõesuu to Narva	S-57/3.1	
104	EE6NARV2	Narva River 2	S-57/3.1	
105	EE6NARV3	Narva River 3	S-57/3.1	
106	EE6NARV4	Narva River 4	S-57/3.1	
107	EE6NARV5	Narva River 5	S-57/3.1	



SCHEDULE (B): BIST LLC. Products

SCHEDULE UPDATED ON: 24.09.2012

Description of Licensee's products:

The description of Licensee's products does not imply acceptance of the quality of these products by Licensor. Licensor will collect all royalty fees for Licensee's products as listed in these tables.

TABLE WITH LICENSEE'S PRODUCTS

Product:	EMA Proportion	Hardware and Packaging cost	Price ex. VAT
Estonia - GPS Nautical Charts	100%	N/A	19,99 USD

Discount to distributors: 30 % shall be indicated in the annual royalty report.

Updates for all ENC's are free of charges.

The "Proportion administered by EMA" for each individual product above - and any new products added to this Schedule - shall be approved by Licensor before being utilized for royalty calculations.

Unless otherwise agreed, Licensor's acceptance of Licensee's sales reports and royalty payment may be considered approval of any proportions estimated by Licensee.

Licensee may freely add new derived products to Schedule B. Licensee shall inform Licensor of any new products derived by Licensee within the accounting period in which they may be sold.

Should any conflict arise between the proportion administered by Licensor and that administered by any other HO(s) for the same derived product (whereby the total proportion administered exceeds 100%), Licensor shall liaise with said HO(s) in order to resolve such conflict and communicate any adjusted proportions to Licensee.

Upon request, Licensee shall supply to Licensor, without charge, a copy of Licensee's derived product, the software used for its display, and copies of any literature associated with it. Use of this software and the supplied data will be restricted to internal use by Licensor. Such supply is for the purpose of ensuring compliance with the provisions of this License Agreement only and does not represent a quality assurance in any form by Licensor.



SCHEDULE (C): Fees and Payment

During the term of this License Agreement, Licensee shall pay to Licensors for the following rights:

- Marketing Rights,

The following payments shall be due with respect to these rights.

1. Marketing Fee

A marketing fee shall be due for each copy of Licensee's products or updates sold.

The royalty rate for each of Licensee's products sold is defined as follows:

Formula: [(Retail Price excl. VAT) – (% discount to Licensee's distributor) – (cost price of hardware and packaging)] X royalty rate X Proportion administered by EMA*.

Where...

- The current Retail Price of Licensee's products will be announced by Licensee each year.
- % discount to Licensee's distributor as defined in Schedule B for each product type.
- Cost of hardware and packaging will be announced by Licensee each year (or at the time of significant changes).
- The royalty rate is 30% for Licensors' ENC's.

* "Proportion administered by EMA" is the percentage in Megabytes of Licensee's product derived from Licensors' products (as defined for each of Licensee's products in Schedule B).

N.B. Special note regarding the eventual incorporation of Non-Licensors' data into Licensee's derived products:

Both parties understand that Licensee may in the future derive products by incorporating data from sources other than Licensors' products, within or without Licensors' prime responsibility area.

By way of example and not of limitation, Licensee may incorporate in its products data pertaining to land and marina-based services, roads, points of interest, elevations, tourist information, commercial data, etc.

In such case the proportion of Licensors' data contained in the Licensee's product shall be determined by the % of Licensors'-derived Megabytes of data vs. the total Megabytes of data contained in the Licensee's product.

The royalty fee shall be paid following invoicing by Licensors.



SCHEDULE (D): Acknowledgements, Warnings and Supplementary Information

A standard copyright *acknowledgement* will take the form:

‘This product is derived, in part, from the products and with the permission of the hydrographical office(s) of Nation1, Nation2, etc in an alphabetical list, including Licensor.

If the derived product is used to assist in navigation the following *warnings* shall also be included:

‘WARNING: No National Hydrographical Office has verified the information in this product and none accept liability for the accuracy of reproduction or any modifications made thereafter. No National Hydrographic Office warrants that this product satisfies national or international regulations regarding the use of appropriate products for navigation.’

‘WARNING: The electronic chart is an aid to navigation designed to facilitate the use of authorized government charts, not to replace them. Only official government charts and notices to mariners contain all information needed for the safety of navigation and, as always, the captain is responsible for their proper use.

Manner of Display

The full acknowledgement and warning(s) shall be communicated in a visible way to users of the derived products.

Where space does not permit the full acknowledgement to be included or Licensee wish to combine this acknowledgement with others required by other copyright holders then it can be abbreviated.

Such abbreviation is on the condition that the full acknowledgement is available in one place in association with the derived product and any abbreviated acknowledgement contains, as a minimum, a reference to permission being obtained from Licensor.

The warnings shall not be abbreviated or reworded without prior written approval by Licensor, which will not unreasonably withheld.

Where technically feasible Licensee shall ensure that the acknowledgement and warning(s) are incorporated in the derived product itself.

