

IN THE SUPREME COURT OF THE STATE OF ALASKA

RECREATIONAL DATA SERVICES, INC.,

Appellant,

v.

TRIMBLE NAVIGATION LIMITED,

Appellee.

Supreme Court No. S-15893

Superior Court Case
No. 3AN-11-10519 CI

APPEAL FROM THE SUPERIOR COURT
THIRD JUDICIAL DISTRICT AT ANCHORAGE
THE HONORABLE CATHERINE M. EASTER, JUDGE

**APPELLEE'S EXCERPT OF RECORD
VOLUME 1 OF 1**

Daniel P. Elms
Texas Bar No. 24002049
Bell Nunnally & Martin LLP
3232 McKinney Avenue, Suite 1400
Dallas, Texas 75204
Telephone: (214) 740-1400

James N. Leik
Alaska Bar No. 8111109
Brian P. Samuelson
Alaska Bar No. 1403015
Perkins Coie LLP
1029 West Third Avenue, Suite 300
Anchorage, Alaska 99501-1981
Telephone: (907) 279-8561

Filed in the Supreme Court
of the State of Alaska on this
3 day of Oct., 2015

Marilyn May, Clerk
Appellate Courts

By Beth A. Peabody
Deputy Clerk

APPELLEE'S EXCERPT OF RECORD
TABLE OF CONTENTS

Trial Exhibits (September 9, 2014 - September 25, 2014)

Exh. 8	237
Exh. 21	238
Exh. 23	245
Exh. 24 (excerpt)	246
Exh. 54	247
Exh. I	248
Exh. J	262
Exh. O	264
Exh. II	265
Exh. NN	266
Exh. EEE	267

Brian Feucht

From: Brian Feucht [bfeucht@aolaska.com]
Sent: Thursday, April 21, 2011 1:08 PM
To: 'pmiller@techexecorp.com'
Subject: RE: Copper Mountain Smart Phone Opportunity

No comment other than our discussion

From: pmiller@techexecorp.com [mailto:pmiller@techexecorp.com]
Sent: Thursday, April 21, 2011 1:07 PM
To: Brian Feucht
Subject: Fw: Copper Mountain Smart Phone Opportunity

From my Verizon Wireless BlackBerry

From: Tom Rosdail <Tom.Rosdail@cabelas.com>
Date: Tue, 19 Apr 2011 17:25:17 -0600
To: Paul Miller <pmiller@techexecorp.com>; Brian Feucht <messenger@webex.com>
Cc: Thomas Millner <Thomas.Millner@cabelas.com>; Brian Linneman <Brian.Linneman@cabelas.com>; Pat Snyder <Pat.Snyder@cabelas.com>; Chris Sprangers <Chris.Sprangers@cabelas.com>; Tom Rosdail <Tom.Rosdail@cabelas.com>;
Subject: Copper Mountain Smart Phone Opportunity

Dear Paul and Brian,

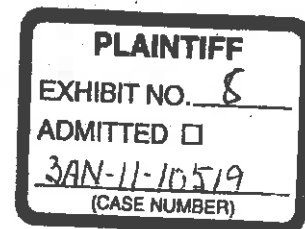
Over the last couple weeks, we at Cabela's have conducted several internal meetings and have also leveraged outside resources to better understand the potential of your smart phone proposal. We have also completed cost, risk, profit potential, and market analysis, as well as brand fit and other factors related to this venture. The conclusion is that, strategically, it does not fit for us to put the necessary resources in a business sector that we have so little experience in.

In our sincere hope that you can find a partner to help you get this project off the ground, and we really appreciate the fact that you gave Cabela's the first opportunity.

We wish you the best of luck,

Tom E. Rosdail
Marketing
Cabela's Inc.

5



Brian Feucht

From: pmiller@techexeccorp.com
Sent: Tuesday, March 29, 2011 7:37 AM
To: Brian Feucht
Subject: Fw: Need Immediate attention Fwd: Trimble "Ask"

Brian,

Can you do wednesday? What time?

Paul

Sent from my Verizon Wireless BlackBerry

From: "Chaur-Fong Chen" <Chaur-Fong_Chen@Trimble.com>
Date: Tue, 29 Mar 2011 05:42:10 -0700
To: <pmiller@techexeccorp.com>
Cc: Chaur-Fong Chen<Chaur-Fong_Chen@Trimble.com>; Brian Feucht<bfeucht@aialaska.com>; Jim Sheldon<Jim_Sheldon@Trimble.com>
Subject: Re: Need immediate attention Fwd: Trimble "Ask"

Paul,
All times are Pacific Daylight Saving time.

Chaur-Fong

On Mar 28, 2011, at 7:27 PM, "pmiller@techexeccorp.com" <pmiller@techexeccorp.com> wrote:

Chaur-Fong,

Can you tell me the time zone for the availability times?

Thanks,

Paul

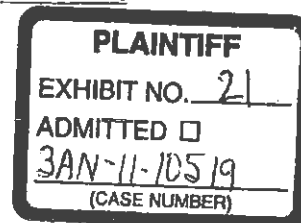
Sent from my Verizon Wireless BlackBerry

From: "Chaur-Fong Chen" <Chaur-Fong_Chen@Trimble.com>
Date: Mon, 28 Mar 2011 18:39:59 -0700
To: <pmiller@techexeccorp.com>
Cc: Brian Feucht<bfeucht@aialaska.com>; Jim Sheldon<Jim_Sheldon@Trimble.com>
Subject: RE: Need immediate attention Fwd: Trimble "Ask"

Paul and Brian,

56

Exc. 238



000045

How is your availability for Tuesday and Wednesday looks like for the debriefing call.

Tuesday: 11am-12PM or 1pm-3pm

Wednesday: 9:30 am – 11am, 1pm-2pm

Please advise!

Thank you very much!

Chaur-Fong

From: pmiller@techexeccorp.com [mailto:pmiller@techexeccorp.com]
Sent: Friday, March 25, 2011 11:55 AM
To: Jim Sheldon
Cc: Chaur-Fong Chen; Brian Feucht
Subject: Re: Need immediate attention Fwd: Trimble "Ask"

Jim,

Our meeting with Cabela's is in 2 hours. Our call next week will give us the ability to debrief you on the meeting.

Paul

Sent from my Verizon Wireless BlackBerry

From: "Jim Sheldon" <Jim_Sheldon@Trimble.com>
Date: Fri, 25 Mar 2011 10:28:33 -0700
To: <pmiller@techexeccorp.com>
Cc: Chaur-Fong Chen <Chaur-Fong_Chen@Trimble.com>
Subject: RE: Need immediate attention Fwd: Trimble "Ask"

0106

Thanks for your professionalism. Chaur-Fong and I will contact you next week. Chaur-Fong, please arrange a conference call with Paul.

<image001.jpg>

Jim Sheldon

Business Area Director

Mobile Computing Solutions Division

541-750-9250 Office

541-207-7239 Cell

CONFIDENTIALITY NOTICE:

This e-mail and any documents, files, or previous e-mail messages appended or attached to it, may contain information that is confidential or legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that you must not read this email and that any disclosure, copying, printing, distribution, or use of the information contained or attached to this email is **STRICTLY PROHIBITED**. If you have received this email in error, please immediately notify the sender by telephone 541-750-9250 or return e-mail message to Jim_Sheldon@trimble.com and delete the original email, its attachments, and any copies without reading or saving in any manner.

From: pmiller@techexeccorp.com [mailto:pmiller@techexeccorp.com]
Sent: Friday, March 25, 2011 8:04 AM
To: Jim Sheldon
Cc: Chaur-Fong Chen
Subject: Re: Need immediate attention Fwd: Trimble "Ask"

Jim,

I understand how busy you must be and I appreciate the timely and direct response. I still believe that Trimble is doing itself a huge disservice, but it is your decision. We will tell Cabela's that Trimble thought it best to de-conflict their roles on these adjacent projects before meeting with Cabela's, so as not to confuse the situation.

I should have some availability on Tuesday afternoon and Wednesday. Please let me know when we can follow-up.

Thanks,

Paul

Sent from my Verizon Wireless BlackBerry

.0107

From: "Jim Sheldon" <Jim_Sheldon@Trimble.com>

Date: Fri, 25 Mar 2011 07:39:52 -0700

To: <pmiller@techexeccorp.com>

Cc: Chaur-Fong Chen <Chaur-Fong_Chen@Trimble.com>

Subject: RE: Need immediate attention Fwd: Trimble "Ask"

Paul,

I am very sorry for the delayed response. I am currently in a corporate staff meeting and cannot excuse myself. I must regrettably inform you that we cannot attend the meeting today, not even via phone conference. I will discuss this in more detail with you first thing next week if that works for you.

<image001.jpg>

Jim Sheldon

Business Area Director

Mobile Computing Solutions Division

541-750-9250 Office

541-207-7239 Cell

CONFIDENTIALITY NOTICE

This e-mail and any documents, files, or previous e-mail messages appended or attached to it, may contain information that is confidential or legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that you must not read this email and that any disclosure, copying, printing, distribution, or use of the information contained or attached to this email is STRICTLY PROHIBITED. If you have received this email in error, please immediately notify the sender by telephone 541-750-9250 or return e-mail message to Jim_Sheldon@trimble.com and delete the original email, its attachments, and any copies without reading or saving in any manner.

From: pmiller@techexeccorp.com [mailto:pmiller@techexeccorp.com]

Sent: Friday, March 25, 2011 7:37 AM

To: Chaur-Fong Chen; Jim Sheldon

Subject: Re: Need immediate attention Fwd: Trimble "Ask"

Chaur-Fong, Jim,

0108

It is Friday morning and the meeting with Cabela's senior management is little more than 6 hours away. It would serious detriment to Trimble to be completely absent at this meeting. I will be updating Tommy Millner, Cabela's CEO in a few hours as to the individuals who will be supporting this meeting both in person and by phone. If you can update me as to Trimble's support, I would be very appreciative.

Thanks,

Paul

Sent from my Verizon Wireless BlackBerry

From: "Chaur-Fong Chen" <Chaur-Fong_Chen@Trimble.com>

Date: Thu, 24 Mar 2011 15:57:09 -0600

To: Jim Sheldon<Jim_Sheldon@Trimble.com>

Cc: Paul Miller<pmiller@techexecorp.com>

Subject: Need immediate attention Fwd: Trimble "Ask"

Jim,

Sorry to interrupt yours already overbooked schedule.

As the business discussion regarding Trimble's strategy toward Cabela's project have moved into you, Rich, and Mark's level. I would like to forward the following requests from Paul Miller, RDS' COO, for your review. It touches certain key issues center around the current discussion. Please review and forward as needed. You can respond to Paul Miller directly. Please let me know if I can provide any assistance.

Thank you very much!

Chaur-Fong

Begin forwarded message:

0109

From: "Paul Miller" <pmiller@techexeccorp.com>
Date: March 24, 2011 3:33:47 PM MDT
To: "Chaur-Fong Chen" <ChaurFong.Chen@Trimble.com>
Cc: "Brian Feucht" <bfeucht@aolalaska.com>
Subject: Trimble "Ask"

Chaur-Fong,

I understand that Trimble is looking into the relationship between the two Outdoors projects within Trimble and potentially with Cabela's. I am not asking to short circuit these considerations, however we need Trimble to support tomorrow's meeting with Cabela's. As you know Trimble is a key partner for the Sportsmen Outdoor Smartphone and the meeting with Cabela's is our first opportunity to talk with them as a potential teammate. I have two requests for support for tomorrow's meeting:

- 1) I need someone who can talk to the technical characteristics of the handheld device, its schedule and the process of managing a contract manufacturer on such a project. I assume that the best person to support this would be yourself, but if there is another individual such as Paul Harmon, that would be acceptable and

- 2) I need someone from Trimble who can talk to the assurances that Trimble can provide Cabela's if it was interested in partnering on this project. I think the statements are simple, logical and truthful, and I think they are as simple as the following:
 - a. Trimble will follow-through on its partnership with Cabela's on the "Recon Hunt" app,
 - b. Trimble believes that Cabela's would be a great marketing partner for the Sportsmen Smartphone,
 - c. If Trimble, Cabela's and RDS can negotiate and execute agreements to be partners on the Sportsmen Smartphone project, Trimble will be committed to following through on this project as well, and
 - d. If Trimble and Cabela's are partners on both projects, Trimble will provide a single business leader & interface to Cabela's who can assure coordination of the two projects.

I do not know who would be best to deliver this second set of messages, but it will allow the meeting to be focused on the Sportsmen Smartphone project and not the coordination of the two projects. In fact the key to the coordination of the two projects would be on Cabela's because it centers on product positioning. The fact that Trimble is concerned about providing a unified approach is a positive selling point of Trimble as a good partner and the fact that this approach has not been finalized should not be a negative.

Chaur-Fong – Finally, it is important that Trimble supports the meeting tomorrow so that Cabela's can gain the best understanding of the product and this project. Trimble should not be absent, because it does not represent Trimble as a good partner. Trimble is a good partner and we know that. Cabela's should see that too.

Thanks,

Paul A. Miller

COO. RDS

pmiller@techexcoorp.com

(703) 467-9648

(703) 801-9810 (cell)

0111

Brian Feucht

From: Paul Miller [pmiller@techexeccorp.com]
Sent: Thursday, March 31, 2011 5:39 AM
To: Jim Sheldon; Chaur-Fong Chen; 'Steve Wolff'
Cc: 'Brian Feucht'
Subject: Follow-up

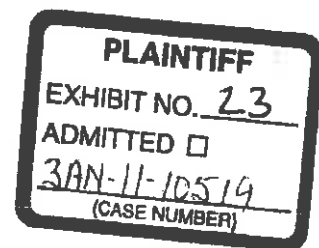
Jim/Chaur-Fong/Steve,

Thanks for your time and candor yesterday. We are still disappointed that there is both a delay and a question in our partnership, but we are hopeful that the value you have previously seen in this project will shine through during your review. If we can be of any assistance, please feel free to reach out to us.

We look forward to resuming this project with Trimble and as we told Cabela's senior management, we believe that Trimble is a great partner.

Sincerely,

Paul A. Miller
President
TechExec, Inc.
pmiller@techexeccorp.com
(703) 467-9648
(703) 801-9810 (cell)





FREEDOM GROUP
— FAMILY OF COMPANIES —

Remington Copper Center Solution

Ergonomic lifestyle handheld device

- IP 67 outdoor rugged smart device based on Android OS and Qualcomm Snapdragon 8960 multi-mode chipset
- Integrated multiple environmental sensors (wind, temp, barometric pressure, laser range finder) & digital sensory
- Multi-mode communication with emergency rescue services – cell phone, satellite, FRS (family radio services)
- XM real-time weather information



General Core Application Software

- Mode specific UI (Urban or Outdoor or more User Defined)
- Ballistic Calculator and Logbook
- Location based up-to-date regulatory compliance information (maps, boundary and rules)
- Equipment inventory, serviceability check, and supply procurement (where can I buy)
- Safety issues (include weather, river, tidal condition)
- In-field activity assistance, guidance, and situation awareness help
- Hunt recorder (picture, video, text with location and time stamp)
- Guide Works (Approved guide listing)
- Hardware interfaces

Zone specific suites (activity specific applications)

- Hunt zone
- Fish Zone
- Trespass zone
- Rec Zone

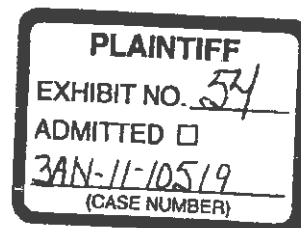
Remington Country – Connected User Community, Social Network, App Store, and Market place
Company confidential – do not distribute



Crystal Fannon

From: Brian Feucht <bfeucht@aialaska.com>
Sent: Tuesday, November 30, 2010 2:53 PM
To: Chaur-Fong Chen
Subject: Thinking out loud

1. Again I am very concerned about Trimble outdoors. Making the jump to this market is not at all logical based on their prior work. And I find it hard to believe that cabalas searched everywhere and found Trimble to develop software. Really.....
2. If I merge the two deals together the chance of me getting squeezed is very high. I have no protection. Not good. If I am going to merge these to deals in need things in writing asap!
3. I need to know we have a deal or I need another supplier. I value our friendship very much and believe that this is more of a corporate issue. I need to take care of my family. =



From: Boehnen, Patrick W. [Patrick.Boehnen@remington.com]
Sent: Thursday, December 17, 2009 6:51 AM
To: Brian Feucht; Chaur-Fong Chen
Subject: Teaming Agreement
Attachments: Remington RDS Trimble Teaming Agreement.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Guys,

Here's the teaming agreement. As mentioned the "nonexclusive" term was meant as we discussed that we would not work mutually exclusive within the team. However, the lawyer did say that I should remove the term (which I did) if it was confusing or contentious.

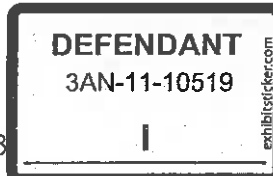
Take a look, make changes as needed and we can all sign once fully agreed upon.

Thanks,

Pat Boehnen
Remington Arms
336-548-8941

Message was spam and virus filtered by Vircom Modusgate appliance

Exc. 248



TRIMBLE015666
Confidential Document

PRODUCT ALLIANCE AGREEMENT

This Product Alliance Agreement ("Agreement") is made as of this ____ day of _____, 2009 by and between Recreational Data Services, a _____ corporation with an office located at _____ ("RDS"), Trimble Navigation Limited, a _____ corporation with an office located at 645 North Mary Ave., Sunnyvale, California 94086 ("Trimble"), and REMINGTON ARMS COMPANY, INC., a Delaware corporation with an office located at 870 Remington Drive, Madison, North Carolina 27025 ("Remington"). RDS, Trimble and/or Remington are hereafter referred to also as the "Party" or "Parties" as the sense of the text requires.

Background

The Parties have approached each other with the aim of entering into an agreement regarding the development and possible supply of a handheld/mobile device ("Product(s)"), and other components, comprised of hardware necessary to meet defined specifications, and software applications also designed to meet defined specifications for possible sale to consumers, law enforcement agencies, military and government applications ("Customers"). This Agreement provides a document of understanding for how the Parties will work together.

The Parties recognize their respective strengths and capabilities relative to Product(s) are complimentary and supportive of each other and that their efforts to jointly develop new or innovation Product(s) and prepare and submit proposals to sell Product(s) to Customers will offer mutual advantages to each.

A Steering Council ("Council") comprising an equal number from each Party, as defined below, will oversee the work of the Parties; will approve program targets and Product(s) direction, will resolve issues and disputes and the like.

Now, therefore, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is hereby agreed as follows:

Article 1 - Form and Scope of the Relationship

1.1 The Parties agree to cooperate with each other in the form of a "non-equity" team ("Alliance"), to design, manufacture and market Product(s) to Customers on a Customer-by-Customer/program-by-program basis as outlined in "Attachment 1.1," attached hereto and made a part hereof by this reference. As current market opportunities or Product(s) directions and requirements change or new programs or Customers are identified, the Parties may mutually agree to update, in writing, "Attachment 1.1."

1.2 The Parties will strive, in as many cases as possible and as they individually deem appropriate and in their best interests, to conduct all Product(s) development programs included on "Attachment 1.1" exclusively under this Agreement. It is understood and agreed, however, that for any Product(s) program such exclusivity shall not apply to the extent that:

- (a) a Customer specifically requires, or in the reasonable judgment of the Party requests, for such program that one of the Parties not supply any part of the Product(s); or

- (b) either Party is requested by a third party to supply or quote to them their products, even if such products are a component of the Product(s); or
- (c) either Party lacks competitiveness with respect to one or more of its components that would be included in the Product(s) – i.e., as to price, technology, design, quality and service - as determined by mutual agreement of the Parties in the Council (such agreement not to be unreasonably withheld or delayed).

1.3 Nothing contained in this Agreement shall be construed or implied to prevent or prohibit either Party from working with or supplying products to any third parties even if such activities compete with the Product(s) included herein, subject to compliance with its other obligations under this Agreement, including without limitation, those concerning confidentiality obligations.

1.4 Division of Tasks and Responsibilities

- (a) The Parties agree that the Council will, in each case, discuss and determine which Party will become the prime supplier to the Customer and take the lead in proposing and marketing Product(s) to the Customer. The Council will take into consideration in determining which Party will become the primary supplier such things as which Party has a greater or more advantageous relationship with the Customer, previous Customer programs, expressed Customer preferences and program/Product(s) content. The Parties agree that, a binding and final agreement covering their purchase, sales and licensing relationship hereunder would not arise until the Parties have negotiated and executed mutually satisfactory agreements related to each. If successfully negotiated, the purchase, sales and licensing agreements will contain representations and warranties as are customary in transactions of this type, including, but not limited to:

1. price commitments;
2. warranty and indemnification obligations;
3. acceptance testing, quality and warranty periods;
4. allocation of costs for cancellation of Customer program or termination of the agreements; and,
5. Appropriate protection of intellectual property rights and compliance with applicable laws, rules and regulations and import/export controls requirements.

None of the Parties shall have any obligation or liability based upon or arising under this Agreement to any other Party by reason of the fact that mutually satisfactory agreements are not prepared, authorized, executed or delivered.

- (b) Lead engineering, design and development responsibility for each Product(s) program will be determined by the Council.

1.5 The Parties recognize the necessity of developing and providing the highest quality Product(s) and proposals for Customers, with optimum operating efficiency and at the lowest possible cost. Each Party agrees individually and jointly to put forth all reasonable and prudent efforts to communicate and cooperate with one another to jointly develop Product(s) through the Alliance and to be competitive in the market.

Article 2 - Council

2.1 It is agreed by the Parties that the Alliance will be governed and managed by the Council.

2.2 The Council will consist of six (6) members, two (2) of such members to be appointed from each Party. Each Party shall have the right at its sole discretion and at any time, to replace any member of the Council it has appointed by substituting it with a new such member, provided that the Parties shall at all times keep the continuity of the Council and the Alliance in mind.

2.3 The Council will meet as frequently as necessary to perform its duties, however, in any event, aim to meet not less than each quarter. In the first year of the Alliance under this Agreement, the Council will aim to meet on a monthly basis. The location of the Council meetings will be agreed to by the Council from time to time; the first such meeting to be held at Trimble's offices identified in Article 13, below.

2.4 A quorum will be established when at least one member of the Council for each Party is present. If one Party only has one member of the Council attending a meeting, that member shall be deemed to have the proxy of the non-attending member.

2.5 At its first meeting, the Council shall designate a secretary who will be responsible for establishing meeting agendas and documenting the outcome of the meetings. The secretary position shall rotate between the members on a yearly basis upon the anniversary of the Effective Date, the date first above written, with the initial secretary being provided by Remington.

2.6 The secretary of the Council shall prepare minutes of the Council meetings and circulate them to all members of the Council within one week of each such meeting. Both Parties shall then have two weeks to review and make any comments or amendments, on which the Parties shall then subsequently agree, in order to have a record of the Council actions and decisions.

2.7 Voting by the Council on any matter under this Agreement will require an unanimous affirmative vote in the event of a deadlock among the members, the matter shall be resolved by escalation to the Chief Executive Officer of each Party, or his/her designee. Ultimately, the dispute resolution procedures referred to in Article 15.2 shall be available where appropriate.

2.8 The Council shall have the authority to make amendments to "Attachment 1.1" and "Attachment 5.1" only to this Agreement, which Attachments may not modify the substantive terms of this Agreement. Such amendments shall be duly recorded in writing, the corresponding Attachment re-issued, and a log of all such amendments kept, each of the preceding with the signatures of at least one Council member from each Party.

2.9 The activities of the Council include, but are not limited to:

- (a) Determining target Customers, markets and programs;
- (b) Determining the lead sales organization for such targeted Customers, markets and programs;
- (c) Determining the overall project team leader; and,
- (d) Reviewing the alignment of resources (e.g. sales, engineering/development and manufacturing); minimizing and/or eliminating any redundancies and expenses.

Article 3 - Term of the Agreement

11/16/09

3.1 This Agreement shall become effective on the Effective Date (the date first above written), and shall continue for a period of Two (2) years.

3.2 This Agreement will renew automatically for one successive 1 year period, unless one of the Parties notifies the other Parties in writing of its intention to terminate this Agreement before the end of the term. It is understood that the confidentiality obligations shall continue in accordance with their terms after termination of this Agreement.

3.3 This Agreement may be terminated with or without cause by either Party by giving the other Party thirty (90) days advance written notice of its decision to terminate. Such termination shall not be considered a breach of this Agreement and the confidentiality obligations shall continue in accordance with their terms after termination of this Agreement.

Article 4 - Commitment of the Parties' Resources to the Alliance

4.1 Notwithstanding any provision hereof which may indicate otherwise, it is the specific intent of the Parties that this Agreement and the Alliance created hereby is to be construed only as a business alliance between independent business entities and is not, nor shall it be deemed to be, a separate legal entity or a partnership or any similar arrangement, nor shall any master/servant or employer/employee relationship be created between the Parties and/or between their affiliates participating in the performance of this Agreement. Each Party hereto is an independent contractor and each Party shall control the methods and means by which its own services and products are provided through the Alliance, pursuant to this Agreement. No Party nor any affiliate nor any of their employees, shall:

- (a) be, or be deemed to be, employees, agent or legal representatives of the other Party or its affiliates for any purpose whatsoever; or,
- (b) have the express or implied right or authorization to assume or create any obligations or responsibilities on behalf of, or in the name of, the other Parties or its affiliates, or to bind them in any manner.

4.2 Formation of Product(s) project teams will include appropriate membership from the Parties. The Product(s) project team leader may be provided by any Party depending on workload and experience, at the recommendation and approval of the Council.

4.3 Each Party is responsible to ensure funding for Product(s) projects approved by the Council regarding the Product(s) or Product(s) component for which it is responsible pursuant to this Agreement, and in particular regarding development, commercialization, manufacturing engineering and working capital, in the way as they deem fit in accordance with each Parties' ordinary business practices and their company policies and procedures.

4.4 The Parties each recognize that they will have employees and representatives (including agents, contractors and subcontractors) on the premises of the other Party during the term of this Agreement. Each agrees to defend, hold harmless, and indemnify the other from and against any liability, claims, demands, damages, costs or expenses (excluding attorney and other professional fees and disbursements) arising from or in connection with the performance of any service or work under the Agreement by the other Parties or its/their employees, agents, representatives and subcontractors on the other's premises or the use of the property of a Party except to the extent such liability arises out of the sole negligence or willful misconduct of a Party.

Article 5 - Engineering and Intellectual Property

5.1 The Product(s) engineering design responsibilities for the projects identified in "Attachment 1.1" will be defined by the Council and the Council may use the form as set forth in "Attachment 5.1" attached hereto and made a part hereof by this reference to further define those responsibilities.

5.2 Subject to the express exceptions identified in this Article 5, neither the execution and delivery of this Agreement, nor the delivery of any items or Product(s) under any purchase order or the like, shall be construed as granting, either by implication, estoppel or otherwise, any right in or license under any present or future data, drawings, plans, ideas or methods, disclosed under this Agreement, or under any invention, patent, copyright, or trade secret ("Intellectual Property") now or hereafter owned or controlled by any Party.

5.3 Intellectual Property developed by Trimble before or during the course of this Agreement shall belong to Trimble. Intellectual Property developed by RDS before or during the course of this Agreement shall belong to RDS. Intellectual Property developed by Remington before or during the course of this Agreement shall belong to Remington.

5.4 Intellectual Property developed jointly by the Parties (two or more Parties) ("Joint IP") shall be treated as follows: (a) Intellectual Property related to Software products and components shall be owned by RDS, (b) Intellectual Property related to Hardware products and components shall be owned by Trimble; and, (c) Intellectual Property related to marketing and or merchandising products and components shall be owned by Remington.

Article 6 - Forbearance

Each Party agrees that it shall not, during the Term and for a period of one (1) year after the termination or expiration of this Agreement, directly solicit any employee of the other Party without the express written consent of such other Party.

Article 7 - Force Majeure

7.1 A Party ("Affected Party") shall not be in breach of this Agreement if there is a total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any negligence or default by another Party or any of its employees, agents or sub-contractors, or by any reason beyond the Affected Party's reasonable control including without limitation act of God, fire, act of government or state, war (declared and undeclared), civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labor disputes of whatever nature and severe weather conditions ("Event of Force Majeure").

7.2 If the Affected Party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of an Event of Force Majeure it shall give written notice to the other Parties of the inability stating the reason in question. Forthwith upon the reason ceasing to exist the Affected Party shall give written advice to the other of this fact. If a default due to an Event of Force Majeure shall continue for more than a period of three (3) months any Party shall be entitled to terminate this Agreement with written notice to the other Parties.

Article 8 - Entire Agreement

11/16/09

8.1 With the exception of the agreements referenced in Section 1.4(a) above, that may be executed between the Parties at some future point, this Agreement together with Attachments listed herein and attached hereto, which are incorporated and a part hereof, embodies the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement.

8.2 Except for the rights granted to the Council above, this Agreement shall not be amended, modified, varied or supplemented except in writing signed by a duly authorized representative of each Party.

8.3 The headings and names of the Agreement's Sections, Articles and Attachments shall serve for convenience of reference only and shall be disregarded in interpreting it.

Article 9 - Confidentiality

9.1 The Parties may reveal the existence, but not the contents, of this Agreement to Customers. All Parties must agree in advance and in writing prior to public announcements, including press releases, if any.

9.2 Proprietary Information will be handled by the Parties in accordance with the provisions of "Attachment 9.2," attached hereto and made a part hereof by this reference.

Article 10 - Assignment, Affiliates, Disposal of a Party's Business

A Party may assign this Agreement to any third-party without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, any Party shall have the right to assign this Agreement to a parent, subsidiary or affiliate of or successor to that Party (including, but not limited to, any entity or entities succeeding to the businesses, assets and/or operations of the Party in any manner relating to the subject matter hereof, whether by merger, purchase, sale, consolidation, reorganization or other restructuring and whether or not the Party is the surviving entity), without the prior written consent of the other Party, provided the assignee agrees to comply with the terms of this Agreement.

Article 11 - No Waiver

No waiver or forbearance by any Party enforcing any of its rights hereunder shall prejudice or affect the ability of that Party to enforce such rights or any of its other rights hereunder at any time in the future. No waiver shall be effective unless in writing and signed by the relevant Party. For the avoidance of doubt, it is agreed that a waiver of a right on one occasion shall not constitute a waiver of the same right in the future.

Article 12 - Invalidity

If any one or more provisions of this Agreement shall be declared to be invalid or ineffective in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. However if any provisions of this Agreement shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced or amounts increased, they shall apply with such modifications as may be necessary to make them valid and effective whilst adhering as closely as possible to the original intent, period, scope and amounts of the provisions set out

herein and the Parties hereby undertake to make (and execute such documents as may be necessary to effect) such modifications.

Article 13 - Notices

13.1 Any notice or other document to be given under this Agreement shall be in writing in the English language and shall be deemed to have been duly given if left at or sent by first class post or registered post or courier or by facsimile to a Party at the address or relevant telecommunications number for such Party or such other address as the Party may from time to time designate by written notice to the other.

13.2 Any notices, requests, and other communications hereunder shall be in writing, and shall be deemed to have been duly given at the time of receipt if delivered by hand or communicated by electronic transmission, or if mailed, ten (10) days after mailing registered or certified mail, return-receipt requested, with postage prepaid as follows, or to such other address as each Party may, by written notice to the other Parties, designate:

If to Trimble:

Att: _____
Tele: _____
Fax: _____
E-Mail: _____

If to Remington:
Remington Arms
870 Remington Dr.
Madison, NC. 27025
Attn: Patrick Boehnen
Tele: (336) 548-8941
Fax: (336) 548-8629
E-Mail: pat.boehnen@remington.com

If to RDS:

Att: _____
Tele: _____
Fax: _____
E-Mail: _____

Article 14 - Further Development of the Alliance

The Parties acknowledge that in entering into this Agreement, they are entering into a relationship, which is difficult to define in all details prior to the commencement of activities hereunder. It is likely that situations will arise which the Parties have not anticipated and which may not be fully or adequately covered by this Agreement. In any such event, the Parties agree, in the spirit of mutual trust and cooperation, which is stated in this Agreement, to each put forth their best efforts to address and resolve any such matters in keeping with the basic intent of the Agreement.

Article 15 - Dispute Resolution, Governing Law and Jurisdiction

15.1 The validity, construction and performance of this Agreement shall be governed by the laws of State of North Carolina, excluding its choice of laws rules.

11/16/09

15.2 Any dispute arising under this Agreement shall be resolved amicably through discussions between the Parties involved in the dispute attempting in good faith to negotiate a resolution thereof. If the Parties involved in the dispute fail to resolve any dispute arising under this Agreement, any such Party may seek mediation and arbitration as follows:

- (a) By written notice to the other Party(ies), submitting the dispute to voluntary mediation, in accordance with the then-current Model Procedure for Mediation of Business Disputes of the Center for Public Resources, each Party to bear equally the costs of the mediation; provided, however, that any Party may agree or refuse to participate in such mediation. If mediation is agreed upon, the Parties will appoint a mutually acceptable mediator seeking assistance in such regard from the Center for Public Resources if they have been unable to agree upon such appointment within twenty (20) days from the date of the written notice.
- (b) If the Parties are not successful in resolving the dispute through self-help or mediation, the dispute shall be resolved by binding arbitration. Any Party may elect by written notice to the other Party(ies) to submit such dispute to binding arbitration in accordance with the Center for Public Resources' Rules for Non-Administered Arbitration of Business Disputes, by an impartial neutral arbitrator selected by the Center for Public Resources. The decision of the arbitrator shall be binding on the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction. Such mediation or arbitration shall take place in Greensboro, North Carolina. Pending settlement or final decision of any such dispute, the Parties shall proceed diligently with the performance of this Agreement and any related Product(s) orders. Equitable remedies shall be available from the arbitrator. CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INDIRECT OR SIMILAR DAMAGES SHALL NOT BE AWARDED BY THE ARBITRATOR, ALTHOUGH ATTORNEYS' FEES AND THE COSTS OF ARBITRATION MAY BE ASSESSED AGAINST ANY PARTY(IES).

IN WITNESS WHEREOF,

The Parties have caused this Agreement to be executed by their duly authorized representatives in triplicate, each of which shall constitute an original but all three of which, when taken together, shall constitute but one instrument, and shall become effective according to its terms.

By: _____
Name: _____
Title: _____

Remington Arms Company, Inc.
By: RLB
Name: PATRICK BOEHNEN
Title: MARKETING DIRECTOR

11/16/09

By: _____

Name: _____

Title: _____

Attachment 1.1

<u>Customer</u>	<u>Product(s) and Program Description</u>
US Domestic Consumers	Remington® Smartphone project "Copper Center"
US Domestic Consumers	Hardware developed in support project "Copper Center"
US Domestic Consumers	Software developed in support of project "Copper Center"
US Domestic Consumers	Future software developments supporting unique applications
US Domestic Consumers	"Application Store"
US Law Enforcement agencies	Hardware developed in support project "Copper Center"
US Law Enforcement agencies	Software developed in support of project "Copper Center"
US Law Enforcement agencies	Future software developments supporting LE applications
US Law Enforcement agencies	Future hardware developments supporting LE applications
US Law Enforcement agencies	"Application Store"
US Military agencies	Hardware developed in support project "Copper Center"
US Military agencies	Software developed in support of project "Copper Center"
US Military agencies	Future hardware developments supporting military applications
US Military agencies	Future software developments supporting military applications
US Military agencies	"Application Store"
3 rd Party licensing	Remington® Smartphone project "Copper Center"
3 rd Party licensing	Hardware developed in support project "Copper Center"
3 rd Party licensing	Software developed in support of project "Copper Center"
3 rd Party licensing	Future software developments supporting unique applications
3 rd Party licensing	"Application Store"

Attachment 5.1

Product(s), Component and System Design, Test, and Commercialization (Marketing and Sales)
Responsibility Matrix

Tasks/Functions	Trimble	RDS	Remington	Comments
Hardware Development	R	S	S	
Hardware Production	R			
Software Development	S	R	S	
Software Production		R		
Server Maintenance		R		
Marketing Efforts	S	S	R	
3 rd Party Negotiations			R	
Hardware Pricing	R		S	
Software Pricing		S	R	
Warranty / Service	R			
Customer Support		R		

R = Responsible Party
A = Approved by Council
S = Supporting Party

Attachment 9.2

Proprietary Information Provisions

"Proprietary Information" shall mean any information and data provided under this Agreement to Receiver by Transmitter, as the sense of the text requires, including but not limited to proprietary, technical, developmental, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record bearing media containing or disclosing such information and techniques, which is disclosed pursuant to this Agreement. Proprietary Information shall include without limitation any drawings, specifications, schematics, samples, models or prototypes, or parts thereof.

- (a) Transmitter agrees to make known to Receiver, and Receiver agrees to receive Proprietary Information solely for use in connection with the purposes of the Agreement and for no other purposes whatsoever.
- (b) All Proprietary Information delivered pursuant to the Agreement:
- (i) shall if in written or physical form (including information stored in electronic data systems or in storage media), be marked "Proprietary" or "Confidential", or with a similar legend by Transmitter before being turned over to Receiver;
 - (ii) shall if orally disclosed, be reduced to written form identifying the items of Proprietary Information and delivered to the Receiver within thirty (30) days of such oral disclosure;
 - (iii) shall not be copied, distributed, disclosed, or disseminated outside of Receiver's business organization, except as expressly allowed herein, in any way or form by Receiver without the prior written consent of Transmitter;
 - (iv) shall be maintained in confidence using the same degree of care which Receiver employs with respect to its own Proprietary Information, but in no event maintained with less than a reasonable standard of care, and may only be disclosed to those employees of Receiver who have a need to know the same in order to use the same for the purposes recited above, and have been informed of the obligations of this Agreement; or as necessary in accordance with government rules and/or regulations or by order of a court or governmental agency; or in the case of the Parties, to employees of its parent, companies under common control and affiliated companies who have a need to know the same in order to advise them with respect to the purposes of this Agreement and who agree to observe the obligations hereof;
 - (v) shall not be used by Receiver for any purposes, except as expressly stated in the Agreement, without the express prior written permission of Transmitter; and,
 - (vi) shall remain the property of and be returned to Transmitter (along with all copies thereof, including all copies stored in electronic data systems) within thirty (30) days after receipt by Receiver of a written request from Transmitter, and upon expiration of the Agreement. At the conclusion of the use of Proprietary Information received from Transmitter, or termination of the Agreement as set forth elsewhere in the Agreement, Receiver shall ensure that all copies of all Proprietary Information, whether or not incorporated in other programs, data compilations, or otherwise intermingled with data not subject to the Agreement, shall be removed from all electronic data systems and storage media.

- (c) The obligations of paragraph (b), above shall not apply however to any information which:
- (i) is already in the public domain at the time of disclosure or later becomes available to the public through no breach of the Agreement by Receiver;
 - (ii) was, as between Transmitter and Receiver, lawfully in Receiver's possession prior to receipt from Transmitter without obligation of confidentiality;
 - (iii) is received by Receiver independently from a third party without obligation of confidentiality; or,
 - (iv) is independently developed by Receiver, as evidenced by its business records.
- (d) Proprietary Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.
- (e) Unless mutually agreed otherwise in writing, Receiver's obligations hereunder with respect to each item of Proprietary Information shall terminate three (3) years from the longer of the date of the receipt thereof by Receiver or the termination date of this Agreement.
- (f) Receiver shall have the right to refuse to accept any information under the Agreement and nothing herein shall obligate Transmitter to disclose to Receiver any particular information.
- (g) Unless mutually agreed otherwise in writing, the Parties hereto shall not be obligated under the terms hereof to compensate each other for disclosures of any information under the Agreement and agree that no warranties of any kind are given by Transmitter with respect to such information or any use thereof.
- (h) Transmitter and Receiver shall have no obligation to enter into any further agreement with each other except as each, in its sole judgment, may deem advisable. It is understood that no patent, copyright, trademark or other proprietary right or license is granted by these provisions. The disclosure of any Proprietary Information and materials which may accompany the disclosure shall not result in any obligation to grant Receiver rights therein.
- (i) These provisions represent the entire understanding and agreement of the Parties concerning the treatment of Proprietary Information and supersedes all prior communications, agreements, and understandings relating to Proprietary Information.
- (j) Any and all export and re-export from the United States of America of any Technical Data or Commodities hereunder shall be made pursuant to such laws and regulations applicable thereto, including the U.S.A. Export Administration Act and any regulations issued pursuant thereto.

From: Brian Feucht [bfeucht@aolalaska.com]
Sent: Saturday, December 18, 2010 11:59 AM
To: Chaur-Fong Chen; Steve Wolff
Subject: Call me ASAP Chaur-Fong or Steve
Attachments: Consolidated PL and Valuations.xlsx

Sorry took a little longer to pull together.

Notes:

To change % of goal change it on the Trimble sheet it will change all numbers

I am not sure NPV is the correct way to value RDS. I will come back with some arguments

Monday I am meeting with Cabalas what do I tell them about time frames? Project kick off; prototype; launch date

I assume that any CP margin that is lower than Remingtons is OK, how do you want me to approach it.

If I approach Cabalas and they are a go, for anything less than the Remington Margin, than Trimble is committed to the project. Or am I going to have to back peddle and risk my and Paul's relationship with them.

My pitch to Cabalas is;

8M buy-in spent as follows;

600K Pre Launch
5.4 Marketing year 1
2M Co-Dev Costs

4.4% on % of goal revenue for next year just like Remington

Are these the parameters under which the project moves forward? We have one shot at this to do it right.

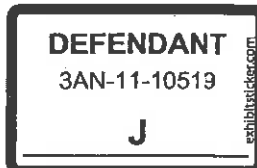
Brian

Your message is ready to be sent with the following file or link attachments:

Consolidated PL and Valuations

Note: To protect against computer viruses, e-mail programs may prevent

Exc. 262



TRIMBLE016084
Confidential Document

sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Recreational Data Systems Business Feasibility Study – Summary

Chaur-Fong Chen, Trimble Mobile Computing Solutions

April 9, 2009

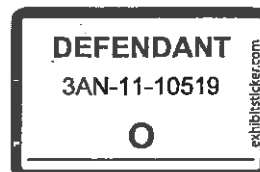
Key drivers

- Potential market size
- I.P patent protection (US patent 6,459,372, Branham, et al.)
- Data & Information availability (raw data available free of charge in most case)
- Potential regulatory compliance requirement

Concerns:

- Patent
 - How defensible is US patent 6,459,372?
 - **Trimble US patent #6411899**
- Google issues (user initiated information retrieval for use in a mobile device)
- Is there a need for this type of information in real-time?
- Size of the addressable market
 - Legislature barrier is high (State by State)
 - Customer take- rate (without legislature) is unknown
- Competitiveness
 - **Not enough hook for customer to use our device over other providers**
 - **Competition entry barrier is low (even with I.P protection)**
 - Google issues
 - Existing GPS handset solutions
- Product – what are we offering or what can we offer
 - Standalone product (system solution)
 - Software or services
 - SW and services bundle
 - Bundle services/product with Carrier
- Price point
 - Hardware – **Not very likely to charge more than \$300 unless we design a sophisticated hand held (see existing HW with Quad-band 3G, GPS, camera ASP around \$299)**
 - SW – Not sure about the customer bearing point
 - Service – **We cannot up charge to much if use ASP service model (in the range of \$1-\$3/month)**
- Distribution
 - Channel solution
 - Specialty store
 - Cell carrier

What kind of partnership might make sense?



Exc. 264

TRIMBLE016817
Confidential Document

Brian Feucht

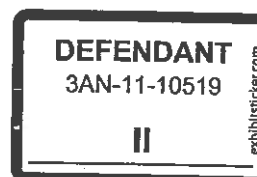
From: Paul Miller [pmiller@techexeccorp.com]
Sent: Friday, April 08, 2011 7:39 AM
To: Chaur-Fong Chen
Cc: Brian Feucht; Jim Sheldon; 'Steve Wolff'
Subject: Status Update

Chaur-Fong,

I hope you are well. It has been approximately a week and a half since we last talked. I was hoping to get an update as to any progress at Trimble in determining your path forward. We still want Trimble as our partner on this project and hope you come to the same conclusion, however if that is not the case, we will need to proceed on another path. At a minimum, I would like you to confirm that Trimble will be able to share with us their decision within the two week time period that you committed to on March 30th.

Thanks,

Paul A. Miller
President
TechExec, Inc.
pmiller@techexeccorp.com
(703) 467-9648
(703) 801-9810 (cell)



Brian Feucht

From: Boehnen, Patrick W. [Patrick.Boehnen@remington.com]
Sent: Thursday, September 02, 2010 4:57 AM
To: Chaur-Fong Chen; Brian Feucht
Subject: Project Risks

Here's what I see as risks from this point forward.

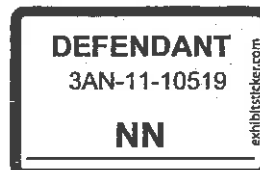
1. Executive approval – unless we have all of the executive teams in agreement on volume and financials the project will stall.
2. Carrier selection – I don't know where Marc's head is on carrier selection. If he digs his heels in and refuses to accept AT&T the project will have a timing setback as we would have to pitch Verizon and go through a more lengthy approval process. We need to make sure that we drive the point home with Marc that AT&T is the path of least resistance and that their coverage will improve as they gain access to competitive towers.
3. AT&T acceptance of the concept – If we don't get AT&T on board we have to go to Verizon.
4. Manufacturing – Can Foxconn do it.
5. Inventory – as we discussed holding inventory based upon supplier commitments is a risk. Especially, if adoption rates are slower than expected.
6. User adoption rate – this is an unknown as we have discussed numerous times.
7. Funding on all sides – Unless our execs commit to fully fund the project to its conclusion we have risk.
8. 3rd party application development – Will they develop meaningful applications that will support the product.

Thanks,

Patrick Boehnen | Marketing Director
Remington Arms Company, Inc.
870 Remington Dr., PO Box 700
Madison, NC 27025-0700
Phone: 336-548-8941
Cell: 336-453-1922

Freedom Group Family of Companies

Remington, Bushmaster Firearms, DPMS / Panther Arms, Marlin, H&R,
NEF, Dakota Arms, Parker Gun, L.C. Smith, EOTAC, Advanced
Armament Corp., Barnes Bullets, INTC



0485

Brian Feucht

From: Brian Feucht [bfeucht@aialaska.com]
Sent: Friday, December 18, 2009 12:14 PM
To: 'Chaur-Fong Chen'
Subject: FW: Remington Trimble RDS Agreement Draft
Attachments: Remington Trimble RDS Agreement Draft.doc

DEFENDANT
3AN-11-10519
EEE
exhibit-st.com

EXHIBIT
Feucht
31
2-5-2013

PRODUCT ALLIANCE AGREEMENT

This Product Alliance Agreement ("Agreement") is made as of this ___ day of _____, 2009 by and between Recreational Data Services, a _____ corporation with an office located at _____ ("RDS"), Trimble Navigation Limited, a _____ corporation with an office located at 645 North Mary Ave., Sunnyvale, California 94086 ("Trimble"), and REMINGTON ARMS COMPANY, INC., a Delaware corporation with an office located at 870 Remington Drive, Madison, North Carolina 27025 ("Remington"). RDS, Trimble and/or Remington are hereafter referred to also as the "Party" or "Parties" as the sense of the text requires.

Background

The Parties have approached each other with the aim of entering into an agreement regarding the development and possible supply of a handheld/mobile device ("Product(s)"), and other components, comprised of hardware necessary to meet defined specifications, and software applications also designed to meet defined specifications for possible sale to consumers, law enforcement agencies, military and government applications ("Customers"). This Agreement provides a document of understanding for how the Parties will work together on a nonexclusive basis.

The Parties recognize their respective strengths and capabilities relative to Product(s) are complimentary and supportive of each other and that their efforts to jointly develop new or innovation Product(s) and prepare and submit proposals to sell Product(s) to Customers will offer mutual advantages to each.

A Steering Council ("Council") comprising an equal number from each Party, as defined below, will oversee the work of the Parties; will approve program targets and Product(s) direction, will resolve issues and disputes and the like.

Now, therefore, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is hereby agreed as follows:

Article 1 - Form and Scope of the Relationship

1.1 The Parties agree to cooperate with each other in the form of a "non-equity" team ("Alliance"), to design, manufacture and market Product(s) to Customers on a Customer-by-Customer/program-by-program basis as outlined in "Attachment 1.1," attached hereto and made a part hereof by this reference. As current market opportunities or Product(s) directions and requirements change or new programs or Customers are identified, the Parties may mutually agree to update, in writing, "Attachment 1.1."

1.2 The Parties will strive, in as many cases as possible and as they individually deem appropriate and in their best interests, to conduct all Product(s) development programs included on "Attachment 1.1" exclusively under this Agreement. It is understood and agreed, however, that for any Product(s) program such exclusivity shall not apply to the extent that:

- (a) a Customer specifically requires, or in the reasonable judgment of the Party requests, for such program that one of the Parties not supply any part of the Product(s); or
- (b) either Party is requested by a third party to supply or quote to them their products, even if such products are a component of the Product(s); or
- (c) either Party lacks competitiveness with respect to one or more of its components that would be included in the Product(s) – i.e., as to price, technology, design, quality and service - as determined by mutual agreement of the Parties in the Council (such agreement not to be unreasonably withheld or delayed).

1.3 . Nothing contained in this Agreement shall be construed or implied to prevent or prohibit either Party from working with or supplying products to any third parties even if such activities compete with the Product(s) included herein, subject to compliance with its other obligations under this Agreement, including without limitation, those concerning confidentiality obligations.

1.4 Division of Tasks and Responsibilities

- (a) The preferred Customer arrangement is that Remington will market and sell Product(s) and act as the Customer contact. The other Parties shall not have Customer contact except with the request of Remington. However, if it is determined that this is not possible then the Council will appoint a primary contact, as an alternative to Remington, to the Customer. The Parties agree that the Council will, in each case, discuss and determine which Party will become the prime supplier to the Customer and take the lead in proposing and marketing Product(s) to the Customer. The Council will take into consideration in determining which Party will become the primary supplier such things as which Party has a greater or more advantageous relationship with the Customer, previous Customer programs, expressed Customer preferences and program/Product(s) content. The Parties agree that, a binding and final agreement covering their purchase, sales and licensing relationship hereunder would not arise until the Parties have negotiated and executed mutually satisfactory agreements related to each. If successfully negotiated, the purchase, sales and licensing agreements will contain representations and warranties as are customary in transactions of this type, including, but not limited to:

1. price commitments;
2. warranty and indemnification obligations;
3. acceptance testing, quality and warranty periods;
4. allocation of costs for cancellation of Customer program or termination of the agreements; and,
5. Appropriate protection of intellectual property rights and compliance with applicable laws, rules and regulations and import/export controls requirements.

None of the Parties shall have any obligation or liability based upon or arising under this Agreement to any other Party by reason of the fact that mutually satisfactory agreements are not prepared, authorized, executed or delivered.

- (b) Lead engineering, design and development responsibility for each Product(s) program will be determined by the Council.

1.5 The Parties recognize the necessity of developing and providing the highest quality Product(s) and proposals for Customers, with optimum operating efficiency and at the lowest possible cost. Each Party agrees individually and jointly to put forth all reasonable and prudent efforts to communicate and cooperate with one another to jointly develop Product(s) through the

Alliance and to be competitive in the market.

Article 2 - Council

- 2.1** It is agreed by the Parties that the Alliance will be governed and managed by the Council.
- 2.2** The Council will consist of six (6) members, two (2) of such members to be appointed from each Party. Each Party shall have the right at its sole discretion and at any time, to replace any member of the Council it has appointed by substituting it with a new such member, provided that the Parties shall at all times keep the continuity of the Council and the Alliance in mind.
- 2.3** The Council will meet as frequently as necessary to perform its duties, however, in any event, aim to meet not less than each quarter. In the first year of the Alliance under this Agreement, the Council will aim to meet on a monthly basis. The location of the Council meetings will be agreed to by the Council from time to time; the first such meeting to be held at Trimble's offices identified in Article 13, below.
- 2.4** A quorum will be established when at least one member of the Council for each Party is present. If one Party only has one member of the Council attending a meeting, that member shall be deemed to have the proxy of the non-attending member.
- 2.5** At its first meeting, the Council shall designate a secretary who will be responsible for establishing meeting agendas and documenting the outcome of the meetings. The secretary position shall rotate between the members on a yearly basis upon the anniversary of the Effective Date, the date first above written, with the initial secretary being provided by Remington.
- 2.6** The secretary of the Council shall prepare minutes of the Council meetings and circulate them to all members of the Council within one week of each such meeting. Both Parties shall then have two weeks to review and make any comments or amendments, on which the Parties shall then subsequently agree, in order to have a record of the Council actions and decisions.
- 2.7** Voting by the Council on any matter under this Agreement will require an unanimous affirmative vote in the event of a deadlock among the members, the matter shall be resolved by escalation to the Chief Executive Officer of each Party, or his/her designee. Ultimately, the dispute resolution procedures referred to in Article 15.2 shall be available where appropriate.
- 2.8** The Council shall have the authority to make amendments to "Attachment 1.1" and "Attachment 5.1" only to this Agreement, which Attachments may not modify the substantive terms of this Agreement. Such amendments shall be duly recorded in writing, the corresponding Attachment re-issued, and a log of all such amendments kept, each of the preceding with the signatures of at least one Council member from each Party.
- 2.9** The activities of the Council include, but are not limited to:
- (a) Determining target Customers, markets and programs;
 - (b) Determining the lead sales organization for such targeted Customers, markets and programs;
 - (c) Determining the overall project team leader; and,
 - (d) Reviewing the alignment of resources (e.g. sales, engineering/development and manufacturing); minimizing and/or eliminating any redundancies and expenses.

Article 3 - Term of the Agreement

3.1 This Agreement shall become effective on the Effective Date (the date first above written), and shall continue for a period of Two (2) years.

3.2 This Agreement will renew automatically for one successive 1 year period, unless one of the Parties notifies the other Parties in writing of its intention to terminate this Agreement before the end of the term. It is understood that the confidentiality obligations shall continue in accordance with their terms after termination of this Agreement.

3.3 This Agreement may be terminated with or without cause by either Party by giving the other Party thirty (30) days advance written notice of its decision to terminate. Such termination shall not be considered a breach of this Agreement and the confidentiality obligations shall continue in accordance with their terms after termination of this Agreement.

Article 4 - Commitment of the Parties' Resources to the Alliance

4.1 Notwithstanding any provision hereof which may indicate otherwise, it is the specific intent of the Parties that this Agreement and the Alliance created hereby is to be construed only as a business alliance between independent business entities and is not, nor shall it be deemed to be, a separate legal entity or a partnership or any similar arrangement, nor shall any master/servant or employer/employee relationship be created between the Parties and/or between their affiliates participating in the performance of this Agreement. Each Party hereto is an independent contractor and each Party shall control the methods and means by which its own services and products are provided through the Alliance, pursuant to this Agreement. No Party nor any affiliate nor any of their employees, shall:

- (a) be, or be deemed to be, employees, agent or legal representatives of the other Party or its affiliates for any purpose whatsoever; or,
- (b) have the express or implied right or authorization to assume or create any obligations or responsibilities on behalf of, or in the name of, the other Parties or its affiliates, or to bind them in any manner.

4.2 Formation of Product(s) project teams will include appropriate membership from the Parties. The Product(s) project team leader may be provided by any Party depending on workload and experience, at the recommendation and approval of the Council.

4.3 Each Party is responsible to ensure funding for Product(s) projects approved by the Council regarding the Product(s) or Product(s) component for which it is responsible pursuant to this Agreement, and in particular regarding development, commercialization, manufacturing engineering and working capital, in the way as they deem fit in accordance with each Parties' ordinary business practices and their company policies and procedures.

4.4 The Parties each recognize that they will have employees and representatives (including agents, contractors and subcontractors) on the premises of the other Party during the term of this Agreement. Each agrees to defend, hold harmless, and indemnify the other from and against any

liability, claims, demands, damages, costs or expenses (excluding attorney and other professional fees and disbursements) arising from or in connection with the performance of any service or work under the Agreement by the other Parties or its/their employees, agents, representatives and subcontractors on the other's premises or the use of the property of a Party except to the extent such liability arises out of the sole negligence or willful misconduct of a Party.

Article 5 - Engineering and Intellectual Property

5.1 The Product(s) engineering design responsibilities for the projects identified in "Attachment 1.1" will be defined by the Council and the Council may use the form as set forth in "Attachment 5.1" attached hereto and made a part hereof by this reference to further define those responsibilities.

5.2 Subject to the express exceptions identified in this Article 5, neither the execution and delivery of this Agreement, nor the delivery of any items or Product(s) under any purchase order or the like, shall be construed as granting, either by implication, estoppel or otherwise, any right in or license under any present or future data, drawings, plans, ideas or methods, disclosed under this Agreement, or under any invention, patent, copyright, or trade secret ("Intellectual Property") now or hereafter owned or controlled by any Party.

5.3 Intellectual Property developed by Trimble before or during the course of this Agreement shall belong to Trimble. Intellectual Property developed by RDS before or during the course of this Agreement shall belong to RDS. Intellectual Property developed by Remington before or during the course of this Agreement shall belong to Remington.

5.4 Intellectual Property developed jointly by the Parties (two or more Parties) ("Joint IP") shall be treated as follows: (a) Intellectual Property related to Software products and components shall be owned by RDS, (b) Intellectual Property related to Hardware products and components shall be owned by Trimble; and, (c) Intellectual Property related to marketing and or merchandising products and components shall be owned by Remington.

Article 6 – Forbearance

Each Party agrees that it shall not, during the Term and for a period of one (1) year after the termination or expiration of this Agreement, directly solicit any employee of the other Party without the express written consent of such other Party.

Article 7 - Force Majeure

7.1 A Party ("Affected Party") shall not be in breach of this Agreement if there is a total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any negligence or default by another Party or any of its employees, agents or sub-contractors, or by any reason beyond the Affected Party's reasonable control including without limitation act of God, fire, act of government or state, war (declared and undeclared), civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labor disputes of whatever nature and severe weather conditions ("Event of Force Majeure").

7.2 If the Affected Party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of an Event of Force Majeure it shall give written notice to the other Parties of the inability stating the reason in question. Forthwith upon the reason ceasing to exist

the Affected Party shall give written advice to the other of this fact. If a default due to an Event of Force Majeure shall continue for more than a period of three (3) months any Party shall be entitled to terminate this Agreement with written notice to the other Parties.

Article 8 - Entire Agreement

8.1 With the exception of the agreements referenced in Section 1.4(a) above, that may be executed between the Parties at some future point, this Agreement together with Attachments listed herein and attached hereto, which are incorporated as a part hereof, embodies the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement.

8.2 Except for the rights granted to the Council above, this Agreement shall not be amended, modified, varied or supplemented except in writing signed by a duly authorized representative of each Party.

8.3 The headings and names of the Agreement's Sections, Articles and Attachments shall serve for convenience of reference only and shall be disregarded in interpreting it.

Article 9 - Confidentiality

9.1 The Parties may reveal the existence, but not the contents, of this Agreement to Customers. All Parties must agree in advance and in writing prior to public announcements, including press releases, if any.

9.2 Proprietary information will be handled by the Parties in accordance with the provisions of "Attachment 9.2," attached hereto and made a part hereof by this reference.

Article 10 - Assignment, Affiliates, Disposal of a Party's Business

A Party may assign this Agreement to any third-party without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, any Party shall have the right to assign this Agreement to a parent, subsidiary or affiliate of or successor to that Party (including, but not limited to, any entity or entities succeeding to the businesses, assets and/or operations of the Party in any manner relating to the subject matter hereof, whether by merger, purchase, sale, consolidation, reorganization or other restructuring and whether or not the Party is the surviving entity), without the prior written consent of the other Party, provided the assignee agrees to comply with the terms of this Agreement.

Article 11 - No Waiver

No waiver or forbearance by any Party enforcing any of its rights hereunder shall prejudice or affect the ability of that Party to enforce such rights or any of its other rights hereunder at any time in the future. No waiver shall be effective unless in writing and signed by the relevant Party. For the avoidance of doubt, it is agreed that a waiver of a right on one occasion shall not constitute a waiver of the same right in the future.

Article 12 - Invalidity

1171

If any one or more provisions of this Agreement shall be declared to be invalid or ineffective in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. However if any provisions of this Agreement shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced or amounts increased, they shall apply with such modifications as may be necessary to make them valid and effective whilst adhering as closely as possible to the original intent, period, scope and amounts of the provisions set out herein and the Parties hereby undertake to make (and execute such documents as may be necessary to effect) such modifications.

Article 13 - Notices

13.1 Any notice or other document to be given under this Agreement shall be in writing in the English language and shall be deemed to have been duly given if left at or sent by first class post or registered post or courier or by facsimile to a Party at the address or relevant telecommunications number for such Party or such other address as the Party may from time to time designate by written notice to the other.

13.2 Any notices, requests, and other communications hereunder shall be in writing, and shall be deemed to have been duly given at the time of receipt if delivered by hand or communicated by electronic transmission, or if mailed, ten (10) days after mailing registered or certified mail, return-receipt requested, with postage prepaid as follows, or to such other address as each Party may, by written notice to the other Parties, designate:

If to Trimble:

Att: _____
Tele: _____
Fax: _____
E-Mail: _____

If to Remington:

Remington Arms
870 Remington Dr.
Madison, NC. 27025
Attn: Patrick Boehnen
Tele: (336) 548-8941
Fax: (336) 548-8629
E-Mail: pat.boehnen@remington.com

If to RDS:

Att: _____
Tele: _____
Fax: _____
E-Mail: _____

Article 14 - Further Development of the Alliance

The Parties acknowledge that in entering into this Agreement, they are entering into a relationship, which is difficult to define in all details prior to the commencement of activities hereunder. It is likely that situations will arise which the Parties have not anticipated and which may not be fully or adequately covered by this Agreement. In any such event, the Parties agree, in the spirit of mutual

trust and cooperation, which is stated in this Agreement, to each put forth their best efforts to address and resolve any such matters in keeping with the basic intent of the Agreement.

Article 15 - Dispute Resolution, Governing Law and Jurisdiction

15.1 The validity, construction and performance of this Agreement shall be governed by the laws of State of North Carolina, excluding its choice of laws rules.

15.2 Any dispute arising under this Agreement shall be resolved amicably through discussions between the Parties involved in the dispute attempting in good faith to negotiate a resolution thereof. If the Parties involved in the dispute fail to resolve any dispute arising under this Agreement, any such Party may seek mediation and arbitration as follows:

- (a) By written notice to the other Party(ies), submitting the dispute to voluntary mediation, in accordance with the then-current Model Procedure for Mediation of Business Disputes of the Center for Public Resources, each Party to bear equally the costs of the mediation; provided, however, that any Party may agree or refuse to participate in such mediation. If mediation is agreed upon, the Parties will appoint a mutually acceptable mediator seeking assistance in such regard from the Center for Public Resources if they have been unable to agree upon such appointment within twenty (20) days from the date of the written notice.
- (b) If the Parties are not successful in resolving the dispute through self-help or mediation, the dispute shall be resolved by binding arbitration. Any Party may elect by written notice to the other Party(ies) to submit such dispute to binding arbitration in accordance with the Center for Public Resources' Rules for Non-Administered Arbitration of Business Disputes, by an impartial neutral arbitrator selected by the Center for Public Resources. The decision of the arbitrator shall be binding on the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction. Such mediation or arbitration shall take place in Greensboro, North Carolina. Pending settlement or final decision of any such dispute, the Parties shall proceed diligently with the performance of this Agreement and any related Product(s) orders. Equitable remedies shall be available from the arbitrator. CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INDIRECT OR SIMILAR DAMAGES SHALL NOT BE AWARDED BY THE ARBITRATOR, ALTHOUGH ATTORNEYS' FEES AND THE COSTS OF ARBITRATION MAY BE ASSESSED AGAINST ANY PARTY(IES).

IN WITNESS WHEREOF,

The Parties have caused this Agreement to be executed by their duly authorized representatives in triplicate, each of which shall constitute an original but all three of which, when taken together, shall constitute but one instrument, and shall become effective according to its terms.

Remington Arms Company, Inc.

By: _____

By: _____

Name: _____

Name: _____

1173

11/16/09

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

1174

Attachment 1.1

<u>Customer</u>	<u>Product(s) and Program Description</u>
US Domestic Consumers	Remington® Smartphone project "Copper Center"
US Domestic Consumers	Hardware developed in support project "Copper Center"
US Domestic Consumers	Software developed in support of project "Copper Center"
US Law Enforcement agencies	Hardware developed in support project "Copper Center"
US Law Enforcement agencies	Software developed in support of project "Copper Center"
US Law Enforcement agencies	Future software developments supporting LE applications
US Law Enforcement agencies	Future hardware developments supporting LE applications
US Military agencies	Hardware developed in support project "Copper Center"
US Military agencies	Software developed in support of project "Copper Center"
US Military agencies	Future hardware developments supporting military applications
US Military agencies	Future software developments supporting military applications
3 rd Party licensing	Remington® Smartphone project "Copper Center"
3 rd Party licensing	Hardware developed in support project "Copper Center"
3 rd Party licensing	Software developed in support of project "Copper Center"
3 rd Party licensing	Future software developments supporting unique applications
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attachment 5.1

Product(s), Component and System Design, Test, and Commercialization (Marketing and Sales)
Responsibility Matrix

Tasks/Functions	Trimble	RDS	Remington	Comments
Hardware Development	R	S	S	
Hardware Production	R			
Software Development	S	R	S	
Software Production		R		
Server Maintenance		R		
Marketing Efforts	S	S	R	
3 rd Party Negotiations			R	
Hardware Pricing	R		S	
Software Pricing		S	R	

R = Responsible Party

A = Approved by Council

S = Supporting Party

1176

Attachment 9.2

Proprietary Information Provisions

"Proprietary Information" shall mean any information and data provided under this Agreement to Receiver by Transmitter, as the sense of the text requires, including but not limited to proprietary, technical, developmental, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record bearing media containing or disclosing such information and techniques, which is disclosed pursuant to this Agreement. Proprietary Information shall include without limitation any drawings, specifications, schematics, samples, models or prototypes, or parts thereof.

- (a) Transmitter agrees to make known to Receiver, and Receiver agrees to receive Proprietary Information solely for use in connection with the purposes of the Agreement and for no other purposes whatsoever.
- (b) All Proprietary Information delivered pursuant to the Agreement:
- (i) shall if in written or physical form (including information stored in electronic data systems or in storage media), be marked "Proprietary" or "Confidential", or with a similar legend by Transmitter before being turned over to Receiver;
 - (ii) shall if orally disclosed, be reduced to written form identifying the items of Proprietary Information and delivered to the Receiver within thirty (30) days of such oral disclosure;
 - (iii) shall not be copied, distributed, disclosed, or disseminated outside of Receiver's business organization, except as expressly allowed herein, in any way or form by Receiver without the prior written consent of Transmitter;
 - (iv) shall be maintained in confidence using the same degree of care which Receiver employs with respect to its own Proprietary Information, but in no event maintained with less than a reasonable standard of care, and may only be disclosed to those employees of Receiver who have a need to know the same in order to use the same for the purposes recited above, and have been informed of the obligations of this Agreement; or as necessary in accordance with government rules and/or regulations or by order of a court or governmental agency; or in the case of the Parties, to employees of its parent, companies under common control and affiliated companies who have a need to know the same in order to advise them with respect to the purposes of this Agreement and who agree to observe the obligations hereof;
 - (v) shall not be used by Receiver for any purposes, except as expressly stated in the Agreement, without the express prior written permission of Transmitter; and,
 - (vi) shall remain the property of and be returned to Transmitter (along with all copies thereof, including all copies stored in electronic data systems) within thirty (30) days after receipt by Receiver of a written request from Transmitter, and upon expiration of the Agreement. At the conclusion of the use of Proprietary Information received from Transmitter, or termination of the Agreement as set forth elsewhere in the Agreement, Receiver shall ensure that all copies of all Proprietary Information, whether or not incorporated in other programs, data compilations, or otherwise intermingled with data not subject to the Agreement, shall be removed from all electronic data systems and storage media.

- (c) The obligations of paragraph (b), above shall not apply however to any information which:
 - (i) is already in the public domain at the time of disclosure or later becomes available to the public through no breach of the Agreement by Receiver;
 - (ii) was, as between Transmitter and Receiver, lawfully in Receiver's possession prior to receipt from Transmitter without obligation of confidentiality;
 - (iii) is received by Receiver independently from a third party without obligation of confidentiality; or,
 - (iv) is independently developed by Receiver, as evidenced by its business records.

- (d) Proprietary Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.

- (e) Unless mutually agreed otherwise in writing, Receiver's obligations hereunder with respect to each item of Proprietary Information shall terminate three (3) years from the longer of the date of the receipt thereof by Receiver or the termination date of this Agreement.

- (f) Receiver shall have the right to refuse to accept any information under the Agreement and nothing herein shall obligate Transmitter to disclose to Receiver any particular information.

- (g) Unless mutually agreed otherwise in writing, the Parties hereto shall not be obligated under the terms hereof to compensate each other for disclosures of any information under the Agreement and agree that no warranties of any kind are given by Transmitter with respect to such information or any use thereof.

- (h) Transmitter and Receiver shall have no obligation to enter into any further agreement with each other except as each, in its sole judgment, may deem advisable. It is understood that no patent, copyright, trademark or other proprietary right or license is granted by these provisions. The disclosure of any Proprietary Information and materials which may accompany the disclosure shall not result in any obligation to grant Receiver rights therein.

- (i) These provisions represent the entire understanding and agreement of the Parties concerning the treatment of Proprietary Information and supersedes all prior communications, agreements, and understandings relating to Proprietary Information.

- (j) Any and all export and re-export from the United States of America of any Technical Data or Commodities hereunder shall be made pursuant to such laws and regulations applicable thereto, including the U.S.A. Export Administration Act and any regulations issued pursuant thereto.
