PathSensors Navigator System
Operator’s Manual

IDENTIFYING PATHOGENS AT THE SPEED OF LIGHT

VERSION 1.0
# Table of Contents

1. **System Overview** ....................................................................................................................2
2. **Authorized Use Permission** ....................................................................................................2
3. **Points of Contact** ....................................................................................................................2
4. **System Restrictions** ................................................................................................................2
5. **System Setup** ..........................................................................................................................3
   5.1 **System Overview** ............................................................................................................... 3
   5.2 **Navigator System Parts Inventory** .................................................................................... 3
   5.3 **Unpacking and Physical Setup of Navigator System** ............................................................... 3
6. **System Start-Up** .......................................................................................................................5
7. **User Interface** ..........................................................................................................................7
   7.1 **Home Screen** ..................................................................................................................... 7
   7.2 **Data Entry Screens** ............................................................................................................. 7
   7.3 **In-Process Screens** ............................................................................................................ 8
   7.4 **Error Alert Screens** ............................................................................................................ 9
   7.5 **Results Report Screen** ....................................................................................................... 9
8. **Cleaning and Purging** ..............................................................................................................10
9. **Assay Testing** ..........................................................................................................................13
10. **Sample Protocol** ...................................................................................................................16
11. **Miscellaneous** ........................................................................................................................17
   11.1 **Barcodes** .......................................................................................................................... 17
   11.2 **Data Archive & Retrieval** .................................................................................................. 17
12. **General Cleaning and Maintenance** ....................................................................................18
13. **Decontamination** ...................................................................................................................19
14. **Annual System Maintenance and Troubleshooting** ...............................................................20
   14.1 **Restart/Recovery Procedure** ............................................................................................ 20
   14.2 **Recommended Maintenance** ........................................................................................... 20
   14.3 **Error Messages** ............................................................................................................... 20
15. **End User License Agreement** ...............................................................................................21
1 **SYSTEM OVERVIEW**

The PathSensors Navigator system is a device consisting of instrumentation, disposables, and reagents designed for the rapid and sensitive detection of pathogens from liquid samples or extracts. CANARY® biosensors luminesce when in contact with the target pathogens, and this response is recorded by the luminometer over a 60 to 120 second time frame.

The following manual describes the PathSensors Navigator system in more detail and provides instructions for setting up instrumentation, as well as performing quality control (QC) and testing sample assays.

2 **AUTHORIZED USE PERMISSION**

Personnel should be trained prior to processing any samples. Failure to properly train personnel could result in loss of samples and/or inaccurate results.

3 **POINTS OF CONTACT**

PathSensors Customer Service / Technical Support: Phone: (443) 557-6150

Email: support@pathsensors.com

4 **SYSTEM RESTRICTIONS**

To ensure accurate results, positive and negative control tests must be run before testing samples. Samples can be tested in two formats, full plate or row-by-row, each of which has different positive and negative control requirements. If a full plate test is desired, two sets of positive and negative control tests are required. In the row-by-row format, a set of positive and negative control tests are required for each row tested. Positive and negative control samples are preloaded into the 96-well plates that are supplied with the assay kits. Control wells will be clearly marked, and the user should take care not
to load samples into these respective wells. If controls testing fails, the assay test will be aborted, and the user should contact technical support.

5  **SYSTEM SETUP**

5.1 **SYSTEM OVERVIEW**

The Navigator system consists of six major components: a touch screen PC (a Microsoft Surface Tablet), a barcode scanner, the 96-well Navigator device, a magnetic stir plate, a tube holder, and 10 magnetic stir spheres. The Navigator system additionally consists of a stylus pen, a waste tray, six scintillation vials, four AA rechargeable batteries, as well as various connection and power cables as outlined below. International versions include a power converter to adjust the electrical current to American specifications.

5.2 **NAVIGATOR SYSTEM PARTS INVENTORY**

- Tablet PC
- Stylus pen
- Barcode scanner
- 96-well Navigator device
- Waste tray
- 4 scintillation vials (3 labeled as “water,” “70% ethanol,” “air”)
- Magnetic stir plate
- 4-AA rechargeable batteries
- Tube holder (including base, cap, weight)
- 10 magnetic stir spheres
- Power supplies / Cords
  - PC power cord
  - Navigator power cord
  - Magnetic stir plate power cord
  - International 110V power transformer (for non-U.S. based setup)
- Connection Cables
  - USB data cable (from PC to Navigator)

5.3 **UNPACKING AND PHYSICAL SETUP OF NAVIGATOR SYSTEM**

1. Remove the contents from the GloMax® Navigator cardboard box:
   a. Remove the smaller white cardboard box and set aside
b. Remove the GloMax® Navigator instrument by directly grasping the bottom of the instrument and pulling the unit out of the box (DO NOT solely pull on the black foam pieces)
c. Place the Navigator instrument on a workbench

2. Remove the Navigator components from the packing materials:
a. Lift the Navigator instrument, slide off the two foam pieces, and remove the plastic wrap
b. Remove the foam piece from the tablet holder
c. Remove all components from the white cardboard box
d. Unlock the safety latch on the front end of the instrument
e. Open the Navigator lid and pull out the blue foam piece (see image)
f. Place all packing materials (foam pieces, plastic wrap, white cardboard box) in the GloMax® Navigator cardboard box for storing

CANARY NOTE: Keep all packing materials and the Navigator box in case the instrument needs to be transported again for repairs or maintenance.

3. Setup the Navigator System:
a. With the Navigator lid open, grasp the plate holder from underneath, and pull the plate holder towards the front of the instrument (see image)
b. Lift the tablet holder so that it resides at an incline
c. Slide the tablet PC into the tablet holder so that the Windows key is on the right-hand side of the Navigator instrument (see image)
d. Fully secure the tablet holder by placing on the top tablet holder constraint – use the provided Allen wrench to do so
e. Connect the Navigator instrument together by use of the barcode scanner cable, stir plate power supply, USB-A to USB-B cable, tablet PC power supply, and Navigator instrument power supply (see image)

- The barcode scanner cable will plug directly into a USB port on back of the Navigator instrument (seen as “4” in the image below)
- The stir plate power supply will plug directly into the magnetic stir plate
- The USB-A to USB-B cable will plug into the USB-A port on the back of the Navigator instrument (seen as “3” in the image below) and into the USB-B port on the tablet PC
- The tablet PC power supply will plug into a wall outlet and the power input on the tablet PC (located near the Windows key)
- The Navigator instrument power supply will plug into a wall outlet and the power input on the Navigator instrument (seen as “2” in the image)

6 **SYSTEM START-UP**

1. **Power ON the Navigator instrument first, and then power ON the tablet PC**

   First, turn the Navigator instrument ON. A switch is located on the back side of the instrument. A green LED light that is located on the front right end of the instrument will turn ON to indicate that the Navigator instrument is ON and powered correctly.

   Then, turn on the tablet PC by pressing and holding the power button on the perimeter of the PC. Once the PC is on, navigate to the system’s desktop screen.

   **CANARY NOTE**: If the tablet PC is turned on before the Navigator instrument, a connectivity error might occur. If this happens, restart the tablet by first powering OFF the PC, and then powering ON the PC.

2. **Open the Zephyr-96 Software**

   To start the Zephyr-96 software, double tap the Zephyr-96 icon on the desktop of the tablet PC screen. This will bring up the Zephyr-96 start screen as shown to the right.

   The system will prompt "No devices found" if the testing hardware is not connected or cannot be found.
If the system start-up is successful, the operator will see the screen seen on the right.
7 USER INTERFACE

The user interface for the Navigator system is provided via the Zephyr-96 program installed on the provided touch screen tablet computer. Five screen types are used. These screen types include the Home screen, Data Entry screens, In-process screens, Error Alert screens, and Results Report screens.

7.1 HOME SCREEN

The Home screen is displayed when the instrument is ready to begin running an assay.

7.2 DATA ENTRY SCREENS

Data entry screens require input from the operator to progress through the assay or to the next screen. There are two sub-types of data entry screens. The first screen is an open format screen and will accept any alpha-numeric input, from 1 to 32 characters in length. The second screen is a closed format screen and only will accept input formatted specifically as is found on PathSensors supplied barcodes. Barcode information may be entered by scanning the barcode or by typing in the numerical sequence located directly below the barcode. Data may be entered into either type of screen by use of a standard keyboard, an on-screen keyboard, or the barcode scanner.

**CANARY TIP:** To access the on-screen keyboard, select the keyboard icon located on the taskbar, near the date and time.
7.3 IN-PROCESS SCREENS

In-process screens guide the user throughout the assay. Some of these screen types provide information for the user to review before proceeding with the assay, while other in-process screens of this type instruct the user what to do next. Additionally, some in-process screens inform the user of the status of a given assay step. Examples of each sub-type of in-process screens are shown below.

**Informational In-Process Screen:**

*Provides information that the user should review before proceeding*

**Instructional In-Process Screen:**

*The user is being instructed to take an action before proceeding*

**Status In-Process Screen:**

*The operator is being informed that there is 10 minutes and 19 seconds left in the samples testing stage.*
7.4 Error Alert Screens

Error Alert screens throughout the Zephyr-96 program inform the user when a hardware, software, process, or data entry error has occurred. See Section 13.3 for all possible Zephyr-96 errors, possible causes, and correction procedures for each error alert screen.

![Error Alert Screen Example](image)

7.5 Results Report Screen

After QC (positive and negative controls) or normal samples have been run through the software, a Results screen is shown. An example Results screen is displayed on the right.

![Results Report Screen Example](image)
8 Cleaning and Purging

Cleaning and purging allows the equipment to clean itself and be ready for testing. The cleaning process consists of four cycles of flushes in the following order: water, ethanol, water, and air. These materials will be flushed out of a scintillation tube, through the injector tubing, and into a waste tray. This process is incorporated twice in every assay – once before the test, and once after. The user may access the Clean and Purge protocol at any time by selecting the “CLEAN and PURGE” button on the Home screen.

1. To clean and purge the Navigator, select “CLEAN and PURGE” in the upper right corner of the software screen. Press “OK” on the pop-up to proceed.

2. Follow the graphical instructions displayed on the tablet PC. The first screen directs the user through the first water flush by telling the user to “Insert waste tray,” “Insert water tube,” and “Insert injector 1 into tube.” When done, select “START WATER FLUSH” and wait for the system to perform the flush.

   **CANARY NOTE 1:** The waste tray can be inserted in any orientation, however, do make sure that the holding plate is always fully secured after inserting any tray.

   **CANARY NOTE 2:** When inserting the injector into the tube, ensure the tubing is completely submerged.

   **CANARY NOTE 3:** The device will check for a waste tray and automatically alert the operator if no waste tray is found.
3. The second screen directs the user through the ethanol flush where 70% ethanol must be used. Follow the graphical instructions and then select “START ETHANOL FLUSH.” Wait for the system to finish performing the flush.

4. The third screen directs the user through the second water flush. Follow the graphical instructions and select “START WATER FLUSH.” Wait for the system to finish performing the flush.

5. The fourth and final screen of the Cleaning and Purging process directs the user through the air flush. This flush is used to remove any excess water from the system after it has been cleaned and sterilized. Follow the graphical instructions, select “START AIR FLUSH,” and wait for the system to finish performing the flush.
6. Remove injector from the empty tube, and remove the tube from the Navigator’s enclosure. If this process was initiated by pressing the “Clean and Purge” button on the Home Screen, carefully remove the waste tray and dispose of the liquid.

During an assay test, the Zephyr-96 software will guide the user through the entire test – starting with a clean and purge of the tubing and priming of the tubing with biosensors. For both of these steps, the waste tray should be inserted into the plate holder. See Section 9 for the Assay Test process.
9  ASSAY TESTING

1. Enter the Assay Barcode, review the information that auto-populates on the screen, and press “BEGIN ASSAY.”

The Assay Barcode can be entered by two different methods. The user can use the barcode reader to scan the Assay Barcode or manually type the characters of the Assay Barcode.

2. The Cleaning and Purging process that is outlined in Section 8 will begin. Perform the steps as seen by the graphical instructions to proceed.

3. Next, prime the tubing with the biosensors. Follow the graphical instructions seen on the next two screens to prime the injectors with biosensors and select “BEGIN PRIMING.”

This priming ensures that the biosensors have filled the tubing and have reached the injector before sample testing.
4. Once priming is completed, remove the waste tray as instructed and select “WASTE TRAY REMOVED.”

5. Then, load the samples to be tested into the 96-well plate. Take note of the wells in which the positive and negative control have been preloaded into. Make sure the samples are not loaded into these same wells.

6. Place the loaded plate into the plate holder and continue by clicking “96-WELL PLATE INSERTED.”

   Ensure that the plate is placed into the plate holder in the proper orientation – well A1 should be in the upper right corner of the plate holder.

7. Enter Operator and Test ID information. Also, select the desired plate configuration of the test. Select “Continue” when done.

   To select the desired plate configuration, click the gray rectangle that reads “Please select plate configuration.” A drop-down menu will appear. Select the desired plate configuration from this menu.

   Once a configuration is selected, the entry area for “PC Well” and “NC Well” will auto-populate with the wells that should contain the positive and negative controls.
8. Review the test information displayed on this screen and select “Begin Test.”

Specifically, the barcode, description, and plate configuration are stated on this screen. Additionally, a visual representation of the selected 96-well plate configuration is provided. Ensure that the information on the screen is accurate.

Especially ensure that the positive and negative controls are in the wells correspondent to the configuration display on the screen.

9. The Navigator will begin testing by first testing the controls. If the controls pass, the Navigator will begin to test the samples.

The software will provide a live in-progress screen to show the approximate time remaining. It is recommended to add roughly 5-10 minutes to the approximated time for full completion of testing.

**CANARY NOTE:** During testing, the hood of the Navigator must remain closed at all times. This is critical as the contents are light sensitive and the test will abort if any unexpected light seeps into the instrument.

10. After the test is complete, the results will display on the screen and automatically save. The operator can either complete testing, which will initiate the cleaning process, or test another plate with the biosensors.
Samples can be obtained from many sources, including surface swabs, cultures, washes, etc.; Sample collection and preparation methods are not addressed in this manual.

Recommended sample protocols are supplied in assay kits.
11 MISCELLANEOUS

11.1 BARCODES

Barcodes are used to quicken the data entry process in the Navigator system. Assay barcodes are used for each sample test and are supplied directly from PathSensors, while other barcodes can be used for simple data entries throughout the Zephyr-96 software.

Assay Barcodes:
A single assay barcode encodes the following information:
- Type of assay being run (target pathogen)
- Creation date of the assay kit
- The expiration date of assay kit
- A unique assay kit lot number

Miscellaneous Barcodes:
These miscellaneous barcodes can encode text for Operator ID, Test ID, and Test Info, which are entries required in the Zephyr-96 software.

CANARY NOTE: Please contact PathSensors for further information regarding on-site barcode generation and/or for barcode format.

11.2 DATA ARCHIVE & RETRIEVAL

Previous test results can be found by selecting “Review Previous Test Results” on the Home Screen of the Zephyr-96 software.

The user may access the data outside of the Zephyr-96 program by locating the Test Results folder found on the desktop screen of the PC. Here, the user can see all data files in CSV format from all tests that have been performed with the Navigator instrument. These data files are automatically saved and named to the following format:

Year-Month-Day-Hour-Minute-Seconds-Barcode ID

These files should be copied to another location prior to review so that inadvertent alterations are not made to the files. A PDF of the results will also be generated along with the CSV file, with an identical name to the CSV file.

CANARY NOTE: CSV files can typically be opened with Microsoft Excel on most Windows based computer systems.
12 General Cleaning and Maintenance

Recommended cleaning and maintenance protocols are supplied in the GloMax® Navigator System Operating Manual that is available online, through Promega, at no cost. The GloMax® Navigator System Operating Manual is also saved on the hard drive of the Tablet PC. A physical excerpt of the relevant Cleaning and Maintenance information from Promega’s GloMax® Navigator System Operating Manual is provided in your PathSensors Navigator System purchase.
13 Decontamination

Before proceeding with decontamination, ensure that the PathSensors Navigator System and all its components are completely disconnected from power.

It is recommended to decontaminate the PathSensors Navigator System by using 70% Ethanol and Kimwipes®.

Begin by removing the following components from within the Navigator instrument:

- Magnetic stir plate
- Tube holder
- Scintillation vials
- 96-well plate
- Waste tray

To decontaminate the exterior of the PathSensors Navigator System, lightly spray a Kimwipe® with 70% ethanol and wipe the surfaces of the Tablet PC, taking extreme care not to expose any inlet/outlet ports of the tablet to a large amount of fluid. Spray the exterior of the Navigator instrument with 70% ethanol and wipe all surfaces clean.

To decontaminate the inside of the PathSensors Navigator System, open the Navigator door. Lightly spray a Kimwipe® with 70% ethanol and wipe the stir plate placement sticker and around it. Elsewhere in the interior of the instrument, spray 70% ethanol on all interior surfaces and wipe clean. Gently press the microplate sample tray latch to release the tray cover. Spray the inside of this region thoroughly and wipe clean. Allow the interior to completely air dry.

Decontaminate the removed PathSensors Navigator components similarly. Spray each component with 70% ethanol and wipe clean. Allow the components to air dry.

The above recommendation should not supersede any institutional biosafety protocols. If any other sanitizers are required, please contact customer support to determine if they are compatible with the instrument.
14 ANNUAL SYSTEM MAINTENANCE AND TROUBLESHOOTING

14.1 RESTART/RECOVERY PROCEDURE

In the event of a system failure, first shut down the tablet and then power off the rest of the system components. Wait a few moments and then restart the tablet. When the tablet has fully restarted, turn on the remaining system components. Restart the Zephyr-96 software.

In the event of re-occurring errors, contact a PathSensors, Inc. technical service representative.

14.2 RECOMMENDED MAINTENANCE

PathSensors recommends a yearly preventive maintenance be performed on the Navigator system. This maintenance includes tests to confirm the luminometer and injector outputs, tests to verify Navigator device functionality, a review of QC and error logs by a PathSensors technician, as well as software and driver upgrades as applicable. Additionally, this maintenance includes replacement of injector tubing and values, and inspection of all other components. Please contact your PathSensors Technical Service Representative for more information or to schedule a maintenance call.

14.3 ERROR MESSAGES

<table>
<thead>
<tr>
<th>Error Message</th>
<th>Possible Cause</th>
<th>Correction Procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>No devices found.</td>
<td>Navigator not connected to electrical outlet.</td>
<td>Connect power cord.</td>
</tr>
<tr>
<td>Power switch for Navigator in off position.</td>
<td></td>
<td>Check power switch on instrument.</td>
</tr>
<tr>
<td>Invalid Assay Barcode Length</td>
<td>The barcode on the assay does not have the proper number of characters or was entered incorrectly.</td>
<td>Try re-entering barcode or contact PathSensors for correct barcode.</td>
</tr>
<tr>
<td>Navigator door opened during test. Test aborted.</td>
<td>The Navigator door was opened during testing, so the test must be aborted.</td>
<td>To prevent this from occurring again, engage the safety latch when tests are in progress.</td>
</tr>
<tr>
<td>Controls testing not passed.</td>
<td>Positive controls did not pass.</td>
<td>Contact PathSensors Technical Support</td>
</tr>
<tr>
<td>Plate not detected. Please insert plate in device!</td>
<td>Plate is not inserted.</td>
<td>Insert either 96-well plate or waste tray depending on step.</td>
</tr>
</tbody>
</table>
15 END USER LICENSE AGREEMENT

Software End User License Agreement

IMPORTANT: PLEASE READ THE FOLLOWING ZEPHYR-96 SOFTWARE END USER LICENSE AGREEMENT ("EULA") CAREFULLY BEFORE CONTINUING.

BY CLICKING THE “I ACCEPT” BUTTON, OR INSTALLING, ACCESSING AND / OR OTHERWISE USING THE ZEPHYR-96 SOFTWARE AND DOCUMENTATION (DEFINED BELOW) (COLLECTIVELY, THE “SOFTWARE”), YOU, AS LICENSEE, ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE EULA. IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT OR UNDERSTAND THE TERMS OF THIS EULA, CLICK THE “DO NOT ACCEPT” BUTTON AND DO NOT INSTALL, ACCESS AND / OR OTHERWISE USE THE SOFTWARE.

1. License. This EULA is an agreement between PathSensors, Inc. ("Licensor") and Licensee that describes Licensee’s rights to install and use the Software.

Subject to Licensee’s compliance with the terms and conditions of this EULA, Licensor grants to Licensee a limited, non-exclusive, non-transferable, non-assignable royalty-free license to use, in accordance with the applicable published documentation ("Documentation"), the Zephyr-96 Software solely as installed on the applicable sensor.

2. License Restrictions. Licensee has no right to transfer, sublicense or otherwise distribute or make available the Software to any third party. Licensee will not copy or modify the Software, in whole or in part, except as expressly authorized in this EULA. Licensee will not lease, lend or rent the Software, use the Software to provide service bureau, time-sharing or other computer services to third parties, or otherwise provide or make the functionality of the Software available to third parties. Licensee agrees not to disassemble, decompile, reverse engineer or remove the Software from the sensor upon which it is installed nor permit any third party to do so, except to the extent such restrictions are prohibited by law.

3. Ownership. Licensee expressly acknowledges and agrees that Licensor owns all right, title and interest in and to the Software, including all intellectual property rights therein. Licensee will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices appearing on the Software as delivered to Licensee on the applicable sensor.

4. Limited Warranty. For a period of ninety (90) days after delivery of the sensor upon which the Software is installed to Licensee, Licensor warrants to Licensee that (a) the Software will conform substantially to the Documentation; and (b) to the best of Licensor's knowledge, Licensee's use of this Software in accordance with the Documentation does not infringe any third party's U.S. patent or copyright.
LICENSEE ACKNOWLEDGES AND AGREES THAT, WITH THE EXCEPTION OF THE LIMITED WARRANTY DESCRIBED IN THIS SECTION 4, THE SOFTWARE IS PROVIDED BY LICENSOR “AS IS” AND WITHOUT ANY FURTHER WARRANTY OF ANY KIND. LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE WAIVES, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, AND ACCURACY OF INFORMATIONAL CONTENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, LICENSOR DOES NOT WARRANT RESULTS OR WARRANT THAT THE SOFTWARE WILL BE FREE FROM ERRORS, DEFECTS OR BUGS.

No agent of Licensor is authorized to make any other warranties or to modify this limited warranty. Any action for breach of this limited warranty must be commenced within one year of the expiration of the warranty. Because some jurisdictions do not allow any limit on the length of an implied warranty, the above limitation may not apply. If the law does not allow disclaimer of implied warranties, then any implied warranty is limited to the minimum period of time after delivery of the Software to Licensee. Licensee has specific legal rights pursuant to this warranty and, depending on Licensee’s jurisdiction, may have additional rights.

In case of a breach of the limited warranty, Licensee’s exclusive remedy is as follows: Licensee will return all copies of the Software to Licensor, at Licensee's cost, along with proof of purchase. (Licensee can obtain a step-by-step explanation of this procedure, including a return authorization code, by contacting Licensor at 701 E Pratt Street, Baltimore, MD 21202, telephone number (443) 557-6150. At Licensor's sole and absolute option, Licensor will either send Licensee a replacement copy of the Software, at Licensor's expense, or terminate this EULA and issue a full refund to Licensee for such Software.

5.Limitation of Limitation. Notwithstanding anything to the contrary herein, LICENSOR IS NOT LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THIS EULA OR LICENSEE'S USE OF THE SOFTWARE. Licensee's jurisdiction may not allow such a limitation of damages, so this limitation may not apply.

6.Indemnification. Licensee shall defend and indemnify Licensor and hold Licensor harmless from any and all claims, losses, liabilities, damages and expenses (including attorneys fees) arising or resulting from (a) Licensee's breach of this EULA; or (b) Licensee’s use of the Software not in conformance with the Documentation.

7.Confidentiality. Licensee agrees to (a) maintain as confidential the Software and any other information and documentation related thereto, including any amounts paid or payable in connection herewith and the terms and conditions of this EULA (“Confidential Information”); (b) exercise at least the same degree of care to safeguard the Confidential Information that Licensee uses to safeguard its own confidential information (but not less than reasonable care); (c) not, directly or indirectly, disclose the Confidential Information to any third parties unless expressly authorized by Licensor in a prior signed writing; and (d) not use the Confidential Information for Licensee’s benefit (except as otherwise expressly permitted herein) or for the benefit of any third party. Licensee shall only permit access to Confidential Information to those of its employees who have a need to know in order to fulfill Licensee’s rights and obligations hereunder, and who are bound by confidentiality obligations at least as restrictive
as those contained herein. All Confidential Information shall remain the property of Licensor and, subject to Section 8 below ("Term and Termination"), shall be returned upon request or termination of this EULA. Licensee shall not have any confidentiality obligation with respect to information that Licensee can show by documented evidence: (i) is or becomes generally known to the public other than as a result of Licensee’s acts; (ii) is independently developed by Licensee without reference to any Confidential Information; (iii) is known to Licensee prior to Licensee’s receipt from Licensor, as demonstrated by written evidence reasonably satisfactory to Licensor; (iv) is disclosed to Licensee by a third party who has no duty of confidentiality to Licensor, on a non-confidential basis and not in violation of any confidentiality agreement; or (v) is required to be disclosed by lawful process, provided that Licensee provides Licensor with timely notice to allow Licensor to seek a protective order or otherwise object.

8. Term and Termination. This EULA will begin on the date Licensee accepts the terms of this EULA as described above and will remain in effect thereafter unless terminated in accordance with the terms of this EULA. Licensor will have the right to terminate this EULA if Licensee breaches any term of this EULA, such termination effective upon Licensor’s delivery of notice thereof to Licensee, and as otherwise set forth herein. Licensee may terminate this EULA at any time for any or no reason, such termination effective upon Licensee’s delivery of notice thereof to Licensor. Termination of this EULA terminates the license to the Software granted hereunder. Upon termination for any reason, Licensee shall promptly return to Licensor or, at Licensor’s sole option, destroy the sensor upon which the Software is installed and any other Confidential Information in Licensee’s possession or control, and the rights and obligations of the parties contained in Sections 3 – 8, 10 – 12, 16 and 18 – 20 will survive.

9. Assignment. Licensee may not assign this EULA or any interest herein, or delegate any obligation hereunder without the prior written consent of Licensor, such consent to be granted in Licensor’s sole and absolute discretion. This EULA shall bind and inure to the benefit of the parties and their successors and permitted assigns.

10. Notices. Any notice or other communication required or permitted to be made or given by either party pursuant to this EULA shall be in writing and made by electronic mail to the Licensee at the contact email address provided to Licensee in connection with its purchase of the license that is the subject of this EULA and to Licensor at tsupport@pathsensors.com

11. Waiver. No failure of either party to exercise any power or right granted hereunder to insist upon strict compliance with any obligation hereunder, and no custom or practice of the parties with regard to the terms and performance hereof shall constitute a waiver of the rights of such party to demand full and exact compliance with the terms of this EULA. No waiver of any provision or right hereunder will be valid unless it is in writing and signed by the party giving it.

12. Severability. If any portion of this EULA is held to be unenforceable, the remainder of the EULA will remain in full force and effect. The unenforceable portion will be modified as necessary to comply with applicable law and, as nearly as possible, to reflect the original intentions of the parties and restore each party as closely as possible to the risks and benefits originally assumed.
13. Relationship of Parties. Both parties agree that they are independent entities. Nothing in this EULA shall be construed to create a partnership, joint venture, or agency relationship between the parties.

14. Compliance with Laws. Licensee shall comply in all respects with all applicable local, state, national and international laws, rules and regulations, including, without limitation, all export and import control laws and regulations, in connection with its use of the Software.

15. United States Government License Rights. If the Software is acquired by or for a unit or agency of the United States government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the United States government (the “Government”), this provision applies. The Software (a) was developed at private expense, is existing computer software and no part of it was developed with government funds; (b) is Licensor’s trade secret for all purposes of the Freedom of Information Act; (c) in all respects is proprietary data belonging solely to Licensor; and (d) is unpublished and all rights are reserved under the copyright laws of the United States. The Software is “commercial computer software” as defined in the Defense Federal Acquisition Regulation Supplement, Subpart 252.227-7014 and Federal Acquisition Regulation, Subpart 12.212. All use, modification, reproduction, release, performance, display, or disclosure of this Software shall be in strict accordance with the terms and conditions of this EULA, which are set forth herein and incorporated by reference into the governing Government contract. The terms and conditions of this EULA shall supersede any conflicting contractual terms or conditions in the governing Government contract. If this EULA and/or any of the terms hereunder fails to meet the Government’s needs or is inconsistent in any respect with federal law, the Government agrees to return any component of the Software, unused, to Licensor. Contractor/manufacturer is PathSensors, Inc. 701 E Pratt Street, Baltimore, MD 21202.

16. Marketing/Licensee Reference. Licensee agrees to be a reference account for Licensor and hereby consent to (a) Licensor’s use of Licensee’s name and logo on its website and in its customer lists, marketing collateral and materials, and investor information, and (b) Licensor’s issuance of a press release announcing the transaction with Licensee underlying this EULA.

17. Delays. Licensor will not be liable to Licensee by reason of any failure in performance of this EULA if the failure arises out of the unavailability of communications facilities or energy sources, acts of God, acts of governmental authority, Licensee’s own acts, fires, strikes, delays in transportation, riots, terrorism, war, or any causes beyond the reasonable control of Licensor.

18. Governing Law and Forum. The EULA shall be governed by the laws of the State of Maryland, excepting any conflicts of rules provisions. Any action arising out of or related to this EULA shall be brought in the state or federal courts located in the State of Maryland, and the parties hereby submit to the jurisdiction of, and waive any venue objections to, such courts.

19. No Third Party Beneficiaries. Except for the licensors (if any) of any component of the Software, there are no intended third party beneficiaries of any provision of this EULA.
20. Entire Agreement; Amendments. This EULA is the entire and exclusive agreement between Licensor and Licensee regarding Licensee’s right to use the Software. This EULA replaces and supersedes all prior negotiations, dealings, and agreements between Licensor and Licensee regarding this Software and shall not be amended or modified except by written non-electronic instrument that has been duly executed by the signature of an authorized representative of each of the parties.
PathSensors Navigator System
Operator’s Manual

701 E Pratt Street
Baltimore, MD 21202
U.S.A.

443.557.6150

www.pathsensors.com

Technical Support
support@pathsensors.com