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QPOPT™ 1.0 LICENSE AGREEMENT (U.S. GOVERNMENT CONTRACTOR)

This Agreement made effective as of the date executed by the last of the parties hereto, is entered into by and between STANFORD BUSINESS SOFTWARE, INC incorporated under the laws of the State of California, USA, (hereinafter referred to as “SBSI”) and

a U.S. government contractor with principal headquarters located at

(hereinafter referred to as the “LICENSEE”).

SBSI is separate and independent from Stanford University. SBSI has rights to license QPOPT™ to others based on an agreement between SBSI and THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY. This agreement is entered into by and between SBSI and the LICENSEE subject to the following terms and conditions:

1. BACKGROUND

- (a) A computer software system designated QPOPT™ was developed at STANFORD UNIVERSITY and UC SAN DIEGO with grant support of the U.S. Government.
- (b) THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY has certain copyright rights by assignment in the Software Components described herein sufficient to enable it to grant the licenses granted herein.
- (c) LICENSEE wishes to acquire and SBSI is willing to grant nonexclusive rights to use QPOPT™.
- (d) THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY and SBSI have distributed QPOPT™ to certain organizations with no provision for support, on a nonexclusive, non-transferable basis.

2. LICENSE

- (a) SBSI grants and the LICENSEE accepts a fully paid, nonexclusive, non-transferable (except to agencies of the U.S. Government), and perpetual license to use, on work performed under United States Government contract number

the QPOPT™ computer software system (hereinafter referred to as the “PROGRAM”) and associated documentation as SBSI has available subject to the terms hereof. LICENSEE may use the PROGRAM on work performed under other United States Government contracts, and agrees to inform SBSI of new contract numbers.

- (b) The PROGRAM furnished hereunder shall consist of FORTRAN source code.
- (c) The PROGRAM furnished hereunder has been used as a research tool and a design aid; it is not product-quality software. SBSI is providing the PROGRAM at LICENSEE’s request solely as “research data” on an “as is, with all defects” basis, without maintenance, debugging, support or improvements.
- (d) The associated PROGRAM documentation furnished hereunder shall consist of a QPOPT™ User’s Guide.
- (e) Copyright and trademark rights in the PROGRAM and associated documentation furnished hereunder are retained by THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA; the LICENSEE shall take all reasonable precautions to preserve THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY’s and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA’s copyright and trademark therein. Nothing herein shall be construed as permitting LICENSEE (a) to use the mark “QPOPT” in connection with any product or service offered by LICENSEE, or (b) to exercise any right, except as specified in this Agreement, under copyright.

3. TERM

- (a) This Agreement shall become effective on the date that it is accepted by SBSI and shall remain in effect until the LICENSEE discontinues use of the licensed PROGRAM provided hereunder.
- (b) Upon termination of this Agreement, LICENSEE shall either (i) destroy all copies of the PROGRAM; or (ii) obtain a commercial license from SBSI.

4. LICENSE FEE

- (a) Upon execution of this Agreement, LICENSEE agrees to pay to SBSI a one-time royalty license fee of Two Hundred Dollars (\$200) plus shipping charges if applicable and plus all applicable sales, use, excise, and similar taxes. Payment shall be made in United States Currency in the form of a check (or bank wire transfer) for the exact aforementioned amount made payable to "STANFORD BUSINESS SOFTWARE, INC." Payment shall be sent with two fully completed copies of this Agreement to:

Stanford Business Software, Inc.
P.O. Box 60398
Palo Alto, CA 94306-0398, USA
Phone: (650) 856-1695

5. SCOPE OF LICENSE

- (a) The license granted hereunder and the licensed PROGRAM may not be assigned, sublicensed or otherwise transferred by the LICENSEE, other than to wholly owned subsidiaries of the LICENSEE, except as noted below.
- (b) LICENSEE may transfer a copy of the PROGRAM to any agency of the United States Government, provided that LICENSEE first has such agency fill out and sign the appropriate Government License (available from SBSI) and returns the signed Government License to SBSI.

6. COMPUTER SYSTEMS

- (a) The parties hereto agree that the licensed PROGRAM may be used in the United States of America.

7. TECHNICAL COMMUNICATIONS

- (a) For the purposes of technical communication between SBSI and the LICENSEE, the LICENSEE designates the following person to communicate with SBSI regarding the PROGRAM:

Name: _____
Title: _____
Address: _____

Phone: _____

- (b) If the LICENSEE replaces, within 5 years, the aforementioned designated person with another person, the LICENSEE is requested to give written notice to SBSI of the name of such person.
- (c) LICENSEE SHALL REFRAIN FROM CONTACTING STANFORD UNIVERSITY AND UC SAN DIEGO RESEARCHERS AND TECHNICAL PERSONNEL WITH ANY QUESTIONS CONCERNING THE PROGRAM. ALL INQUIRES SHOULD FIRST BE DIRECTED TO SBSI.

8. DELIVERY OF SOFTWARE

- (a) Upon acceptance of this Agreement by SBSI and receipt of the royalty fee set forth in Paragraph 4 hereof, SBSI agrees to deliver the PROGRAM, the associated documentation as set forth in Paragraph 2 hereof, and one fully executed copy of this Agreement to the LICENSEE's designated person in Paragraph 7 hereof.
- (b) The LICENSEE agrees to accept the PROGRAM as delivered and it is understood that SBSI will provide no maintenance, installation services, debugging, improvements, or support of any kind.
- (c) A fee based support may however be made available on request.

9. LIMITATION OF LIABILITY

- (a) SBSI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, SBSI MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE USE OF THE LICENSED SOFTWARE COMPONENTS OR DOCUMENTATION WILL NOT INFRINGE ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. SBSI SHALL NOT BE HELD LIABLE FOR ANY LIABILITY NOR FOR ANY DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY CLAIM BY LICENSEE OR ANY THIRD PARTY ON ACCOUNT OF OR ARISING FROM THIS AGREEMENT OR USE OF THE PROGRAM.

10. PROGRAM IMPROVEMENTS

- (a) Changes made by the LICENSEE to the PROGRAM, which would not constitute a copyright infringement to the PROGRAM, are the sole property of the LICENSEE. However, upon request, LICENSEE may provide SBSI with a royalty-free, non-exclusive license to such changes upon mutually agreeable terms and conditions.

11. TITLE

- (a) THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA reserves the right to grant any rights to the PROGRAM to other persons or entities upon such terms and conditions as THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall accept.
- (b) The LICENSEE agrees not to alter, change, or remove from the PROGRAM any identifications, including copyright and trademark notices, which indicate ownership thereof by THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA or others.

12. USE RESTRICTIONS

- (a) The LICENSEE agrees that the PROGRAM is provided solely for the use of the LICENSEE on work performed under contract to the U.S. Government.
- (b) The LICENSEE agrees not to knowingly duplicate, provide, or otherwise make available the PROGRAM or any other material provided in support of the PROGRAM, including but not limited to documentation and the PROGRAM code, in any form, to any person, party, or entity without the prior written consent of SBSI. Such prohibitions shall not apply to disclosure or duplication by the LICENSEE to its employees and consultants to the extent that such disclosure is reasonably necessary to the LICENSEE's use of the PROGRAM.
- (c) The LICENSEE agrees not to use any portion of the PROGRAM in any machine-readable form outside the scope of this license agreement.
- (d) The LICENSEE agrees that it will take appropriate action with its employees and consultants, by agreement or otherwise, to satisfy its obligations under this Agreement with respect to use, copying, transference, protection, and security of the PROGRAM, and any other materials provided by SBSI to the LICENSEE as a result of this Agreement.

13. GOVERNING LAW

- (a) The QPOPT™ software, ideas, and accompanying documentation are protected by the United States Copyright law and by the International Treaty provisions. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of California.

14. INTERPRETATION

- (a) Alterations of or additions to this Agreement shall be made only in writing and duly executed by representatives of both parties. No waiver shall be binding unless signed by the party to be charged.
- (b) This Agreement cancels and supersedes all previous statements, verbal or written, concerning the dealings between the parties regarding the rights granted hereunder and represents the complete agreement between the parties with respect to those rights.

15. **EXPORT**

LICENSEE warrants that LICENSEE will not export or reexport, directly or indirectly: (i) the Program or any portion thereof, or (ii) any direct product (including equipment, processes or services) produced by use of the Program, or (iii) any product of a complete plant or of the Program, to any country except when such export or reexport is authorized in full compliance with the laws and regulations of the United State of America.

Only the terms of this license agreement will apply; no other terms, whether they be on a purchase order or elsewhere, will apply to the purchase and use of QPOPT™.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the dates given below:

STANFORD BUSINESS SOFTWARE, INC.

LICENSEE: _____

Sign: _____
Print: _____
Title: _____
Date: _____

Sign: _____
Print: _____
Title: _____
Date: _____