LICENSE AGREEMENT

This Agreement, effective on the date the last party signs, is made by and between EDISON DESIGN GROUP, INC., ("EDG" or "Licensor") a New Jersey corporation having an office at 11 Rocky Way, West Orange, New Jersey 07052, and Lawrence Livermore National Security, LLC ("Licensee" or "LLNS"), located at 7000 East Avenue, Livermore, CA 94550, under its Contract No. DE-AC52-07NA27344 with the U.S. Department of Energy, National Nuclear Security Administration ("DOE/NNSA") for management and operation of the Lawrence Livermore National Laboratory.

RECITALS

WHEREAS EDG has developed and is the owner of certain computer software that performs complete syntax and semantic analysis, including error checking, of programs written in the C++ programming language; and EDG licenses that software to its customers;

WHEREAS Licensee and EDG previously entered into that certain Confidential Disclosure Agreement – Non-Commercial Use as of April 28, 1999 (the "**Prior Agreement**") pursuant to which EDG granted Licensee certain non-commercial use rights to the EDG software as described therein; and

WHEREAS Licensee now desires to enter into a commercial license agreement that supersedes the Prior Agreement and permits Licensee to integrate EDG's software into Licensee's products and to market, distribute, and license its products with EDG's software so integrated.

NOW, THEREFORE, the parties agree as follows:

1   **DEFINITIONS**

    1.1   "**EDG Deliverables**" shall mean the EDG Software and the EDG Documentation.

    1.2   "**EDG Documentation**" shall mean the written documentation for the EDG Software published by EDG. EDG Documentation shall also include any and all Updates thereto.

        1.2.1   "**EDG Internal Documentation**" shall mean all of the EDG Documentation except the chapter entitled "External Interface."

        1.2.2   "**EDG External Documentation**" shall mean the chapter of the EDG Documentation entitled "External Interface."

    1.3   "**EDG Object Code**" shall mean the EDG Software in object code form.

    1.4   "**EDG Software**" shall include: (a) a C++ front end, (b) a C-generating

back end, (c) a C++-generating back end, (d) a template prelinker, (e) an intermediate language lowering phase, (f) an intermediate language display utility program, (g) a minimal runtime library, (h) a name demangler, and (i) a set of prototype header files. EDG Software shall also include any and all Updates thereto.

1.4.1 **"EDG Non-Confidential Source Code"** shall mean the source code form of the following components of the EDG Software: (a) the name demangler, (b) the set of prototype header files, (c) the minimal runtime library, and (d) the compiler invocation scripts.

1.4.2 **"EDG Confidential Source Code"** shall mean the source code form of all other components of the EDG Software, including without limitation: (a) the C++ front end, (b) the C-generating back end, (c) the C++-generating back end, (d) the template prelinker, (e) the intermediate language lowering phase, and (f) the intermediate language display utility program.

1.5 **"Effective Date"** shall mean the effective date of Licensee's Purchase Order Number B602685.

1.6 **"Licensee Product"** shall mean any product developed by Licensee which incorporates all or part of the EDG Deliverables.

1.7 **"Updates"** shall mean any corrections, revisions, improvements, new features, new functionality, future versions, enhancements, upgrades, and bug fixes to the EDG Software or any revisions, corrections or improvements to the EDG Documentation that EDG provides to Licensee.

2 DELIVERY

2.1 **Delivery.** Licensee acknowledges that the EDG Deliverables were delivered previously.

3 ACCEPTANCE

3.1 **Acceptance By Licensee.** Licensee acknowledges that the EDG Deliverables were accepted previously.

4 RIGHTS GRANTED

4.1 **License to EDG Confidential Source Code and EDG Internal Documentation.** Subject to the terms and conditions set forth herein, EDG hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide license (a) to make unlimited copies of the EDG Confidential Source Code and the EDG Internal Documentation for internal use only; (b) to make derivative works of the EDG Confidential

Source Code and the EDG Internal Documentation; (c) to place the EDG Confidential Source Code and the EDG Internal Documentation in escrow as part of a contractually required escrow of a Licensee Product, provided that such escrow may be released only to a party who has a license to the EDG Confidential Source Code and the EDG Internal Documentation; and (d) to provide the EDG Confidential Source Code and the EDG Internal Documentation to a contractor, who has executed a written non-disclosure agreement as required by Section 7.2, for the purpose of doing work for hire in connection with a Licensee Product.

4.2 **License to EDG Non-Confidential Source Code, EDG Object Code and EDG External Documentation.** Subject to the terms and conditions set forth herein, EDG hereby grants to Licensee a non-exclusive, non-transferable, sublicensable, worldwide license to copy, translate, make derivative works of and distribute to third parties throughout Licensee's chain of distribution the EDG Non-Confidential Source Code, the EDG Object Code and the EDG External Documentation as part of (or, in the case of the EDG External Documentation, in connection with) the distribution of a Licensee Product.

4.3 **Commencement of Licensing Rights.** Licensee's rights under this Section 4 commence on the Effective Date. Until the Effective Date, Licensee shall have the right to use the EDG Deliverables only for evaluation purposes.

4.4 **Limitation on Licenses.** Notwithstanding the generality of the foregoing, Licensee may not use the EDG Deliverables other than within the ROSE compiler infrastructure project.

5 PAYMENT

5.1 **License Fee.** In consideration for the rights and licenses granted to Licensee under this Agreement, Licensee agrees to pay EDG a license fee set forth in Purchase Order Number B602685.

5.2 **Installment Payments.** The license fee shall be due and payable as follows: (a) Thirty Thousand Dollars ($30,000.00) thirty (30) days after the Effective Date of Purchase Order Number B602685, (b) Thirty Thousand Dollars ($30,000.00) on the first anniversary of the Effective Date, and (c) Thirty Thousand Dollars ($30,000.00) on the second anniversary of the Effective Date. The second and third payments (as set forth in (b) and (c) herein) shall be subject to the Allocated Funding Limit Clause of the Purchase Order.

5.3 **Invoices.** EDG shall provide an invoice to Licensee prior to the date of each installment payment as set forth in Section 5.2 above. However,

Licensee's failure to receive an invoice shall not affect Licensee's obligation to make any payment on the date such payment is due.

5.4   **No Refundability.** All payments made to EDG are non-refundable.

5.5   **Taxes.** All amounts due under this Agreement are exclusive of all taxes levied by any federal, state, municipal, or other political subdivision, whether designated as excise, sales, use, property, occupational, or other type of tax, that are now in force or enacted in the future. Licensee understands and agrees that EDG may add to the amounts otherwise due under this Agreement, any such taxes, plus any penalties regarding such taxes, that EDG may be required to collect or pay in connection with this Agreement, except for taxes based on EDG's net income.

6   **MAINTENANCE AND SUPPORT**

6.1   **Installation Support.** Licensee has previously installed the EDG Software at Licensee's facilities, and EDG has no obligation to provide Licensee with any further installation support.

6.2   **Maintenance Period.** The initial maintenance period under this Agreement shall commence on the Effective Date and expire on the first anniversary of the Effective Date. The maintenance period shall be extended, from year to year, for a period of one (1) year if Licensee agrees to pay the maintenance fee as set forth in Section 6.3 below before the next anniversary of the Effective Date. EDG may elect not to extend the maintenance period by providing Licensee with written notice no less than thirty (30) days before the next anniversary of the Effective Date.

6.3   **Maintenance Fee.** The maintenance fee for the year commencing on the Effective Date is included in the license fee set forth in Section 5. The maintenance fee for the year commencing on the first anniversary of the Effective Date shall be Fifteen Thousand Dollars ($15,000.00). The maintenance fee for subsequent years shall be at EDG's sole discretion, and shall be specified in an invoice provided to Licensee prior to the anniversary of the Effective Date. All payments made to EDG are non-refundable. The foregoing notwithstanding, EDG may, at its sole discretion, waive the maintenance fee for any year; and EDG shall so inform Licensee in such event.

6.4   **Maintenance.** During the maintenance period, EDG shall provide Licensee with all Updates released by EDG to its other maintenance customers in the normal course of business. EDG shall also make reasonable efforts to fix any failure of the EDG Software to conform to the specification set forth in Exhibit A that is reported by Licensee, provided that Licensee furnishes EDG with a test case or description that enables

4

EDG to reproduce the failure in the most recent version of the EDG Software provided to Licensee. EDG may correct the failure by providing Licensee with a new version of the EDG Deliverables. Licensee shall be responsible for integrating the Updates into Licensee Product.

6.5 **Licensee Contact Person.** Licensee shall designate a single contact person to report bugs to and request support from EDG. If two or more different divisions, organizations, or business units within Licensee incorporate all or part of the EDG Deliverables into different Licensee Products, EDG reserves the right to charge additional annual maintenance fees for each division, organization, or business unit, notwithstanding the limits on maintenance fees set forth in Section 6.3 above.

6.6 **Reinstatement of Maintenance.** If Licensee elects not to extend the maintenance period pursuant to Section 6.2, any subsequent reinstatement of maintenance and the fee for such reinstatement shall be at EDG's sole discretion.

7 CONFIDENTIAL INFORMATION

7.1 **"Confidential Information"** shall mean information concerning either party's business, products, proposed new products, customers, and related information which is identified either orally or in writing as confidential, proprietary, or trade secret information and which is not generally known to the public. EDG's Confidential Information shall include without limitation the EDG Confidential Source Code and the EDG Internal Documentation.

7.2 **Non-Disclosure.** During the term of this Agreement, Licensee and EDG may be exposed to Confidential Information of the other party. Except as authorized in this Agreement or required by law, each party agrees not to disclose or otherwise make any Confidential Information belonging to the other available to third parties or make any use of such Confidential Information in a manner not otherwise provided herein without the other party's prior written consent. Neither party shall disclose any of the other party's Confidential Information to any person except those of its employees or contractors having a need to know in order to accomplish the purposes and intent of this Agreement. In addition, each party shall not make any such permitted disclosure of the other party's Confidential Information to any party who, prior to such disclosure, has not executed a written non-disclosure agreement that protects the other party's Confidential Information to at least the extent that the disclosing party protects its own most confidential information. Each party shall be responsible for the actions of its employees or contractors regarding the Confidential Information. The obligations stated herein shall not extend to (a) information that now or hereafter

may be in the public domain by acts not attributable to the receiving party; (b) information that is independently developed by the receiving party independent of any access to the Confidential Information; (c) information that is furnished to others by the disclosing party without restriction on disclosure; and (d) information that is hereafter furnished to the receiving party by a third party as a matter of right and without restriction on disclosure; (e) the information was previously known by the receiving party without breaching any duty of confidentiality. In the event either party materially breaches the obligations of this Section 7.2, the parties acknowledge that harm from such breach may be irreparable and that the non-breaching party shall be entitled to injunctive relief to prevent such harm. In the event that Licensee receives a subpoena, court order, or administrative order requiring the disclosure of the Confidential Information in a court or government agency proceeding, Licensee will notify EDG in writing within five (5) business days. This notice provision is intended to permit EDG a reasonable opportunity to object to disclosure of the Confidential Information or to limit its disclosure.

7.3 **EDG Proprietary Notices and Legends.** Licensee agrees to include, without modification, EDG's legends and notices contained in the source code of the EDG Software and the EDG Internal Documentation regarding EDG's rights, including without limitation all of EDG's copyright notices.

8 WARRANTIES

8.1 EDG warrants that the EDG Software conforms substantially to the specification set forth in Exhibit A. EDG warrants that EDG is the sole owner of the EDG Deliverables and has the full right and authority to enter into and perform its obligations under this Agreement. EDG warrants that as of the Effective Date, it is aware of no claim or claims that the EDG Software infringes any United States copyright or patent.

8.2 Except as expressly set forth in this Agreement, EDG licenses the EDG Deliverables "AS IS" AND EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EDG makes no representation that the EDG Software will operate error-free; any failure to conform to the specification set forth in Exhibit A ("Deficiency") will be corrected under maintenance as set forth in Section 6.

9 INDEMNIFICATION

9.1 **Intellectual Property Indemnification by EDG.** EDG hereby agrees to defend, indemnify and hold Licensee harmless from and against any and

all liabilities, damages, costs, or expenses (including reasonable attorneys' fees) which may be sustained or incurred by Licensee as a result of any claim or claims that the Licensee Product infringes any United States, European Union, or Japan copyright or patent, where such infringement or alleged infringement would not have occurred but for the use of the EDG Deliverables as delivered by EDG without modification. EDG shall have no obligation to Licensee pursuant to this Section 9.1 unless: (a) Licensee gives EDG prompt written notice of the claim, (b) EDG is given the right to control and direct the investigation, preparation, and defense and settlement of the claim, and (c) Licensee provides reasonable cooperation to EDG, at EDG's expense, in the defense of the claim. Licensee reserves the right to participate in any legal action at its own expense. Upon notice to EDG of an alleged infringement of a United States, European Union, or Japan copyright or patent, EDG shall use its best efforts: (a) to obtain the right to continue use of the EDG Deliverables or (b) to replace or modify the EDG Deliverables so that they are no longer infringing but provide functionally equivalent performance.

9.2   **Intellectual Property Indemnification by Licensee.** Licensee hereby agrees to defend, indemnify and hold EDG harmless from and against any and all liabilities, damages, costs, or expenses which may be sustained or incurred by EDG as a result of any claim or claims that the EDG Deliverables, with modification by or on behalf of Licensee, infringe a United States, European Union, or Japan copyright or patent, where such infringement or alleged infringement would not have occurred but for the modifications or additions of Licensee. Licensee shall have no obligation to EDG pursuant to this Section 9.2 unless: (a) EDG gives Licensee prompt written notice of the claim, (b) Licensee is given the right to control and direct the investigation, preparation, and defense and settlement of the claim, and (c) EDG provides reasonable cooperation to Licensee, at Licensee's expense, in the defense of the claim.

9.3   **General Indemnification by Licensee.** Licensee hereby agrees to indemnify and hold EDG harmless from and against any and all liabilities, damages, costs, or expenses which may be sustained or incurred by EDG as a result of any claim or claims brought by Licensee's customers, licensees, or sublicensees against EDG regarding a Licensee Product, except that Licensee shall have no obligation to indemnify EDG if the alleged claim arises from a failure in the EDG Deliverables or arises through the fault of EDG. Licensee shall have no obligation to EDG pursuant to this Section 9.3 unless: (a) EDG gives Licensee prompt written notice of the claim, (b) Licensee is given the right to control and direct the investigation, preparation, and defense and settlement of the claim, and (c) EDG provides reasonable cooperation to Licensee, at Licensee's expense, in the defense of the claim.

9.4 **Attorneys Fees.** Licensee's obligations to hold EDG harmless as described in Sections 9.2 and 9.3 above shall not include paying for or reimbursing EDG for its attorneys fees in the event that Licensee elects to, and does, retain its own attorneys to defend and settle the claim against EDG and those attorneys continue to defend EDG until the claim is resolved.

10 LIMITATION ON LIABILITY

10.1 **No Consequential Damages.** With exception of third party copyright infringement, EDG shall not be liable for any claims, judgments, damages, or other losses to Licensee resulting from the use or misuse of the EDG Deliverables by Licensee or any of Licensee's customers. Neither party shall be liable for any incidental, special, consequential, or other indirect damages resulting from the nonperformance or delay in performance of any terms and conditions of this Agreement or from the use or misuse of the EDG Deliverables. However, nothing in this Section 10.1 shall be construed to limit either party's liability for a breach of the confidentiality provision of Section 7.2.

10.2 **Amount of Liability.** Any liability of EDG to Licensee shall be limited to refunding Licensee's total payments actually made to EDG under Section 5.1 of this Agreement. However, nothing in this Section 10.2 shall be construed to impose a limitation on EDG's indemnification of Licensee pursuant to Section 9.1 above.

11 TERMINATION

11.1 **Grounds for Termination.**

11.1.1 **Material Breach.** Either party may terminate this Agreement due to a material breach of this Agreement by the other party, upon thirty (30) days written notice to the breaching party. During this thirty-day notice period, the breaching party may remedy the breach. If the breach is so remedied, this Agreement shall not terminate.

11.1.2 **Insolvency.** Either party may terminate this Agreement, without notice, should the other party: (a) admit in writing its inability to pay its debts generally as they become due; (b) make a general assignment for the benefit of creditors; (c) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (d) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (e) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (f) have a decree entered

against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

11.2   Effect of Termination.

      11.2.1 If Licensee terminates this Agreement for any reason set forth in Section 11.1 above: (a) Licensee shall retain all rights and licenses to the EDG Deliverables set forth in Section 4; (b) EDG shall forfeit any fees not yet paid pursuant to Section 5.2 or Section 6.3; and (c) EDG shall have no further obligation to provide maintenance to Licensee pursuant to Section 6.4.

      11.2.2 If Licensee is unable to fund Purchase Order Line Items #2 and #3 due to constraints as set forth in the Allocated Funding Limit Clause, then Licensee's rights and licenses to the EDG Deliverables pursuant to Section 4 shall cease immediately and the Prior Agreement shall be deemed reinstated.

      11.2.3 If EDG terminates this Agreement for any reason permitted in this Agreement other than that set forth in Section 11.2.2 above, all of Licensee's rights and licenses to the EDG Deliverables pursuant to Section 4 shall cease immediately, except that Licensee may retain a copy of the EDG Deliverables for the sole purpose of supporting Licensee's existing customers. Licensee's obligation to pay the license fee as set forth in Sections 5.1 and 5.2 shall survive any termination of this Agreement under this Section 11.2.3.

11.3   Rights and Support of Licensee's Customers. If this Agreement is terminated for any reason whatsoever, EDG shall have no obligation to provide to Licensee's existing customers any support or other services previously provided by Licensee. Nothing in this provision shall affect the right of (a) Licensee's existing customers to continue to use any Licensee Product, provided that Licensee has paid the license fee installment payments due, pursuant to Section 5.2, as of the date of termination or (b) any Subdisclosee (as defined in Subparagraph 3.4 of the Prior Agreement) to continue to perform the limited tasks set forth in Subparagraph 3.1 of the Prior Agreement.

11.4   Surviving Terms and Conditions. The terms and conditions contained in Sections 7-13, inclusive, shall survive any termination of this Agreement for any reason whatsoever.

12   OWNERSHIP

12.1   **Ownership of EDG Deliverables.** Subject only to the rights granted to Licensee herein, EDG shall retain all right, title, and interest in and to the EDG Deliverables.

12.2   **Ownership of Licensee Product.** Subject to EDG's rights in the underlying EDG Deliverables as described herein, Licensee shall retain all right, title, and interest in and to the Licensee Product and all modifications, updates, or enhancements to the EDG Software developed by or on behalf of Licensee ("Licensee Addition"). Licensee may, in Licensee's sole discretion, provide a Licensee Addition to EDG and indicate in writing that such Licensee Addition is provided for the purpose of potential incorporation into the EDG Software. In that event, Licensee hereby assigns to EDG all of Licensee's right, title, and ownership interest in and to such Licensee Addition.

13   OTHER PROVISIONS

13.1   **Termination of Prior Agreement.** The Prior Agreement is hereby terminated and superseded by this Agreement as of the Effective Date; provided, however, that the rights of Subdisclosees pursuant to Subparagraph 3.4 of the Prior Agreement shall survive any such termination.

13.2   **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be transmitted by U.S. mail as registered mail, return receipt requested, postage prepaid or by overnight courier, and addressed to the party at the address set forth in the first paragraph of this Agreement, unless by such notice a different address shall have been designated in writing. The notice shall be deemed effective upon delivery.

13.3   **Governing Law.** This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the State of California for agreements that are wholly performed within the State of California. All legal actions commenced under this Agreement shall be brought within the State of California. Both parties agree to accept service pursuant to California law and not to contest personal jurisdiction or venue over them of courts located in the State of California.

13.4   **No Assignment.** Neither party may assign or transfer any of the rights and responsibilities set forth herein without the express written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the generality of the foregoing, a party may assign this Agreement (a) to an entity that controls or is under common control with

the party, or (b) in the event of a sale of all or substantially all assets of the party. Licensee may not assign this Agreement as permitted by (b) unless Licensee has paid the license fee installment and maintenance payments due, pursuant to Sections 5 and 6 of this Agreement, as of the date of the assignment. In the event that Licensee assigns this Agreement as permitted by either (a) or (b), the rights of Licensee's assignee pursuant to Section 4 of this Agreement shall be limited to Licensee Product(s) existing or under development by Licensee as of the date of the assignment and future versions of such Licensee Product(s). In the event that Licensee assigns this Agreement as permitted by either (a) or (b), the maintenance period shall end as of the date of the assignment and Licensee's assignee shall have no right to maintenance from EDG pursuant to Section 6 of this Agreement, unless EDG agrees in writing to allow the transfer of any remaining maintenance period to Licensee's assignee or to provide maintenance pursuant to a separate agreement.

13.5 **Government Customer.** Every sale, license, or other distribution of any Licensee Product to a customer which is a department, division, or agency of the United States Government shall contain the following provision, or a substantially equivalent provision: "U.S. GOVERNMENT RESTRICTED RIGHTS LEGEND. Use, duplication, or disclosure of this software by the Government is subject to restrictions as set forth in FAR 12.212 and DFARS 227.7202 and/or in similar or successor clauses in the FAR, or the DOD or NASA FAR Supplement and is restricted by the terms of the Edison Design Group, Inc. License Agreement. Unpublished rights are reserved under the Copyright Laws of the United States. All other use is prohibited. Contractors/Manufacturers are EDISON DESIGN GROUP, INC., 11 Rocky Way, West Orange, New Jersey 07052 and Licensee." The EDG Deliverables were developed fully at private expense and are commercial products.

13.6 **Export Limitations.** Licensee agrees that it does not intend nor will it, directly or indirectly, export or re-export (i) any EDG Deliverables, or (ii) any product (or any part thereof), process or service that is the direct product of the EDG Deliverables in violation of any US export laws or regulations, including without limitation, exporting any of the foregoing to (a) any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Iran, Syria, Cuba, North Korea and Sudan), or to any national of any such country, wherever located; (b) to any end-user who either party knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (c) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. Licensee further agrees that it will not, without EDG's written consent, knowingly ship or divert for use the EDG Software or any Licensee Product in any country which has ratified neither the Berne

Copyright Convention nor the Universal Copyright Convention.

13.7   **Binding upon Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of the parties.

13.8   **Waiver.** Any waiver of any provision hereof shall not be effective unless made expressly in writing. The failure of any party to insist, in any one or more instances, on performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term.

13.9   **Entire Agreement.** This Agreement and the Licensee's Purchase Order, including the General Provisions for Commercial Supplies and Services and any other incorporated documents of the License Agreement and Purchase Order, constitute the entire agreement between the parties. The terms of Seller's License Agreement shall supersede the terms of the Licensee Purchase Order to the extent of any inconsistencies. Modification or amendment of any provision of this agreement shall be effective only if in writing and signed by the parties hereto.

13.10   **Amendment.** No amendment, alteration, or modification of this Agreement shall be valid unless such amendment, alteration, or modification is expressed in a written instrument duly executed in the name of the party or parties making such amendment, alteration, or modification.

13.11   **Severability.** In the event any provision or any portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions of this Agreement shall not be affected thereby. With respect to any material provision declared unenforceable or invalid, the parties shall negotiate in good faith to define a legally enforceable provision which most closely approximates the original intent of the provision declared unenforceable or invalid.

13.12   **Force Majeure.** Neither party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including without limitation acts of God, civil commotions, strikes, labor disputes, death or serious illness of key personnel, and governmental demands or requirements.

13.13 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated below.

LAWRENCE LIVERMORE NATIONAL SECURITY, LLC

By: _Christine Ahrens_

Name: _Christine Ahrens_

Title: _Policy Analyst_

Date: _1/25/2013_

EDISON DESIGN GROUP, INC.

By: _J S Adamczyk_

Name: _J Stephen Adamczyk_

Title: _President_

Date: _Jan 28, 2013_

Exhibit A

EDG Software Specification

1.   The EDG Software accepts the C++ Language defined by the ISO Standard ISO/IEC 14882:2003.

2.   With the appropriate compilation option, the EDG Software accepts the C language as defined by ISO/IEC 9899-1990 and ISO/IEC 9899-1999.

3.   With the appropriate compilation option, the EDG Software accepts several nonstandard dialects of C++ and C, specifically Microsoft C++ and C, GNU C++ and C, and K&R C as defined by Kernighan and Ritchie, "The C Programming Language", 1st edition, Prentice-Hall, 1978. Any emulation of a nonstandard dialect provided by the EDG Software is only an approximation of the dialect, extensions and bugs of the emulated language, and EDG makes no representation that all features, extensions, or bugs of any such nonstandard dialect are or will ever be accepted by the EDG Software.

4.   The EDG Software does translation in a single pass with integrated preprocessing. An option is available to do just preprocessing, outputting the preprocessed source code.

5.   The EDG Software translates C++ or C language source code into a high-level tree-structured in-memory intermediate language containing source-correspondence information.

6.   The EDG Software does error checking, giving error messages which include the position of the error within the source code, and the EDG Software minimizes the cascading of error messages.

7.   The EDG Software is written in a portable dialect of C, with host and target characteristics separated in the code.

8.   The EDG Software selectively includes debugging and assertion-checking code under control of conditional compilation directives.

9.   The EDG Software does not include source code or object code for any C++ or C libraries, except minimal runtime routines that support the low-level operations assumed by IL lowering and the C-generating back end.

10.   The floating-point support in the EDG Software (including conversion to and from floating point, and folding of constant floating-point operations) uses portable techniques available in the ISO C language. As a consequence, its accuracy and its ability to detect overflow and underflow errors may not be suitable for a production product. If the host environment in which the EDG Software is to be executed provides suitable nonstandard floating-point libraries, the floating-point support in the EDG Software can be modified to use such libraries. However, EDG shall not be responsible for making such modifications.

11.   Any date-related processing in the EDG Software will continue to function correctly during a leap year, new century, or new millennium.

PURCHASE ORDER

Purchase Order No: B602685	
Issued To: **Edison Design Group, Inc.** Attention: Steve Adamczyk 11 Rocky Way West Orange, NJ 07052 **Seller's Status:** Small Business	**Address:** Lawrence Livermore National Laboratory For the U.S. Department of Energy/NNSA Purchase Order No. **B602685** 7000 East Avenue Livermore, CA 94550
Payment Terms: Net 30 Days **F.O.B. Point:** Not Applicable **Shipping Point:** Not Applicable **Shipping and Delivery Site Access Instructions:** Not Applicable / Electronic Delivery **Transportation Terms:** Not Applicable	**Invoices:** All invoices shall reference the Purchase Order number and shall be E-Mailed to Accounts Payable (AP) at: AP_Invoice@llnl.gov (pdf or tif attachment preferred) Invoice questions should be directed to the Financial Services Help Desk at (925) 424-4444. All other correspondence may be mailed to the following address: Lawrence Livermore National Laboratory Attention: Accounts Payable, L-432 P.O. Box 5001 Livermore, CA 94551 **Note:** See *Additional Invoice Requirements – Tax Forms* for required tax forms and tax related invoice requirements.
Sales Tax Exemption: The Ordered Items are for resale to the U.S. Government and are exempt from state sales and use tax per California State Resale Permit No. SR-CH 100-978248.	**LLNS Contract Administrator:** Karen A. Cassell Phone: (925) 422-9154 Fax: (925) 423-6961 Email: cassell4@llnl.gov

Lawrence Livermore National Laboratory
Supply Chain Management Department
P.O. Box 5012, Livermore, CA 94551

(DM-614; 07/03/12)

ORDERED ITEMS

ITEM NO.	ITEM, SPECIFICATIONS, CATALOG REFERENCES	QTY	UNIT PRICE	EXTENDED PRICE	TERM
1	C/C++ Frond End Software License – Year 1 term license / First Annual Payment	1 YR	$30,000.00	$30,000.00	First Annual Term (starting upon Effective Date)
2	C/C++ Frond End Software License – Year 2 term license / Second Annual Payment	1 YR	$30,000.00	$30,000.00	Second Annual Term
3	C/C++ Frond End Software License – Year 3 Annual Payment / Perpetual License Grant	1 LOT	$30,000.00	$30,000.00	Upon the start of the Third Annual Term, and subject to full funding and payment in full, Seller grants a perpetual license to LLNS.

TOTAL FIXED PRICE: $90,000.00

INTRODUCTION

This is a Purchase Order between Lawrence Livermore National Security, LLC (hereinafter called LLNS) and the Seller identified above. This Purchase Order is a Subcontract under Prime Contract No. DE-AC52-07NA27344 between LLNS and the United States Government (hereinafter called Government), represented by the Department of Energy National Nuclear Security Administration (hereinafter called DOE/NNSA), for the management and operation of the Lawrence Livermore National Laboratory (hereinafter called LLNL) and the performance of certain research and development work.

INCORPORATED DOCUMENTS

The following are hereby incorporated as a part of the Purchase Order and are referenced or attached hereto.

Documents

GENERAL PROVISIONS FOR COMMERCIAL SUPPLIES & SERVICES (GPs #600B; 06/03/11) *

EDISON DESIGN GROUP, INC. LICENSE AGREEMENT (LLNS SIGNED 01/25/13)

* The documents and forms marked with an asterisk, as well as links to Federal and State Tax Forms websites, are available on-line at the following website: https://supplychain.llnl.gov/ (under Supplier Information, select either General Provisions & Forms, or Special Provisions).

In the event any attachments, specifications, drawings or other documents referenced or incorporated in this Purchase Order reference "The Regents of the University of California", "University", or "U.C.", all such references shall mean "Lawrence Livermore National Security, LLC" or "LLNS", respectively.

PAYMENTS & ALLOCATED FUNDING LIMIT

The funding presently allocated for payment to the Subcontractor under this Subcontract is limited to **$30,000**. The allocated funding amount is expected to cover ORDERED ITEM No. 1 (the first year of the license term) or a period of 360 days from the Effective Date of this Purchase Order.

It is contemplated that further annual allocations of funds, up to the total fixed price of this Subcontract will be made available by LLNS by a written modification to this Subcontract; however, LLNS shall not be

obligated to do so. The allocated funding amount may only be changed by a written, unilateral modification to this Subcontract issued by the LLNS Contract Administrator.

The following funding is expected but still outstanding to fully fund this subcontract:

Second Year Payment for License $30,000 (Ordered Item No. 2) (Due 12 Mo. ARO)
Third Year Payment for Perpetual License $30,000 (Ordered Item No. 3) (Due 24 Mo. ARO)

The allocated funding amount specified in this clause shall be the limit of the LLNS's liability for all costs under this Subcontract for the currently effective term or the first year of the license term. If LLNS is not able to allocate the outstanding funding set forth above, then LLNS will cease all use of the licensed software, in accordance with the Subcontractor's License Agreement Section 11.2.2.

TECHNICAL CONTACT

Technical guidance and direction under this Purchase Order shall be provided by the LLNS Technical Representative, Dan Quinlan, or designee, telephone (925) 423-2668.

The LLNS Technical Representative is not authorized to commit LLNS to any changes in the ordered items or any specifications, price(s), delivery schedule or terms, method of shipment, or other contractual requirements. Changes to the contractual requirements of this Purchase Order shall be effected only by written change order or modification issued by the LLNS Contract Administrator or by a designated alternate.

TERMS AND CONDITIONS

Any terms stated in Seller's bid/offer/proposal or acknowledgment shall not be a part of this Purchase Order.

DEBARMENT ELIGIBILITY CERTIFICATION

By acceptance of this Purchase Order, the Seller certifies, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts (including subcontracts) by any agency of the Federal Government.

GENERAL PROVISIONS

A.   The clauses incorporated by reference in the attached General Provisions shall be applicable to this Purchase Order based on the value of the Purchase Order, the status of the Seller, and the nature and location of the work as indicated in the GENERAL PROVISIONS.

B.   This Purchase Order shall not involve access to classified information and/or special nuclear material, or unescorted access to Limited or Exclusion security areas. Accordingly, the clauses listed in the GENERAL PROVISIONS related to such work shall not apply.

C.   The ENTIRE AGREEMENT clause of the GENERAL PROVISIONS are hereby modified to read as follows:

"ENTIRE AGREEMENT
EDG's License Agreement and LLNS' Purchase Order, including the General Provisions for Commercial Supplies and Services and any other incorporated documents of the License Agreement and Purchase Order, shall constitute the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior proposals, representations, negotiations, or agreements,

whether written or oral. Modification or amendment of any provision of this agreement shall be effective only if in writing and signed by the parties hereto."

D.   The following clause is hereby deleted from the GENERAL PROVISIONS:

FAR 52.227-14   RIGHTS IN DATA-GENERAL (DEC 2007), with ALTERNATES II, III, & V and Paragraphs (a) & (d)(3) per DEAR 927.409 (DEC 2000)

EDISON DESIGN GROUP, INC.

BY: _J Stephen Adamczyk_

TITLE: _President_

DATE: _Jan 28, 2013_

LAWRENCE LIVERMORE NATIONAL SECURITY, LLC

BY: _____
Karen A. Cassell

TITLE: Contract Administrator
LLNL Supply Chain Management Department

DATE: _____