

SOFTWARE LICENSE AGREEMENT

This Software License Agreement is between University of Washington ("Licensee"), whose address is 1410 NE Campus Parkway, Seattle, Washington 98195, and The Aerospace Corporation ("Licensor" or "Aerospace"), a California nonprofit corporation, whose address is 2310 East El Segundo Boulevard, El Segundo, CA 90245 (each or both of which shall also hereinafter be referred to as "Parties" or "Party", as appropriate).

1. License Grant

(a) Subject to the terms and conditions of this Agreement, Aerospace hereby grants to Licensee a limited, government purpose, nonexclusive, nontransferable, royalty-free license to use internally Min-ML software (hereinafter collectively "Software"), updates, improvements, modifications, or enhancements to the Software as may be provided from time to time if any, and any related documentation solely for testing, evaluation and potential adoption for and/or use in connection with a government purpose, e.g., Licensee's government contracts, program and projects. Any and all rights not expressly granted by this License are expressly reserved by Aerospace.

(b) Licensee is authorized to use the Software at Licensee's facility located at the address identified above solely in connection with and performance of its government contract obligations and/or other government purpose(s). Licensee is authorized to utilize any documentation as is reasonably necessary for Licensee's use of the Software (hereinafter "Purpose").

(c) Licensee acknowledges that: (i) the Software is an engineering analysis tool only, and other tools or testing should be used to verify design and performance for any specific systems or applications; and (ii) the Software was not designed or intended for use in hazardous environments, including without limitation, in the operation of nuclear facilities, air traffic control, life-support systems, or other mission-critical applications and, therefore, the Software should not be relied upon for any systems or applications that involve life-critical decisions or the safety of human life; and national security. The Software is still under development and may contain errors or bugs.

(d) Aerospace shall provide Licensee with one (1) executable copy of the Software, F.O.B Licensee's facility.

(e) Licensee may make one (1) copy of the Software solely for use as emergency backup procedures.

(f) Licensee shall implement reasonable controls to ensure that the Software is used only for the Purpose set forth above in paragraph 1(a) and no other purpose including, but not limited to, any commercial purpose. Aerospace reserves the right to audit Licensee's use of the Software during normal business hours with reasonable notice.

(g) There is no cost for the Software.

(h) Licensee agrees to provide reasonable feedback in written form to Aerospace including, but not limited to, installation and set-up process, usability, errors or bugs, and test results with respect to Software testing and evaluation. Due to the nature of the development work, Aerospace provides no assurance under this Agreement that any specific errors or discrepancies in the Software will be corrected. All error and bug reports, test results, and other feedback provided to Aerospace by the Licensee may be used by Aerospace for any purpose.

(i) Upon the request of Aerospace to occur no more than once annually Licensee shall provide written certification of its use of the Software in compliance with the grant, terms and conditions of this License.

2. Technical Assistance and Improvements

(a) Aerospace and its personnel cannot provide advisory service, technical support, or general assistance of any kind to Licensee with respect to the Software.

(b) This Agreement in no way obligates Aerospace to perform, create, or provide any updates, improvements, modifications, or enhancements to the Software. This Agreement does not include maintenance, installation, or training.

3. Intellectual Property Rights and Restrictions on Use

(a) Aerospace

(i) Title to all copies of the Software licensed under this Agreement shall at all times remain vested in Aerospace ("Licensor").

(ii) The Software contains Aerospace proprietary information and Licensee agrees to treat the Software as confidential, and shall protect it in the same manner that it protects the confidentiality of its own confidential information of a similar nature. In order to protect Aerospace's intellectual property rights in the Software, Licensee agrees to reproduce and incorporate Aerospace's copyright notice in any copies authorized under this Agreement, including in machine-readable form.

(iii) While this Agreement is in effect, or while Licensee has custody or possession of the Software, Licensee will not: (i) copy or duplicate, or permit anyone else to copy or duplicate, the Software, except as authorized elsewhere in this Agreement; (ii) create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering, or otherwise, the Software source code or any part thereof from the executable or object code or from other information (whether written, oral, tangible, or intangible); (iii) redistribute the Software to any person or entity, unless otherwise authorized by Aerospace; or (iv) create derivative works, merge the Software with other computer programs, or generate new computer programs through the use of the Software.

4. Warranty

(a) AEROSPACE WARRANTS THAT THE MEDIA ON WHICH THE SOFTWARE IS FURNISHED WILL BE FREE OF MANUFACTURING DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE THE SOFTWARE

IS SHIPPED. IF THE SOFTWARE FAILS TO COMPLY WITH THE WARRANTY SET FORTH ABOVE, LICENSEE'S SOLE AND EXCLUSIVE REMEDY AND AEROSPACE'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE TO REPAIR OR REPLACE THE MEDIA CONTAINING THE SOFTWARE.

(b) EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, LICENSEE AGREES TO ACCEPT THE SOFTWARE "AS IS" AND ACKNOWLEDGES THAT NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OTHERWISE IS MADE BY AEROSPACE. AEROSPACE DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, OR MEET THE REQUIREMENTS OF LICENSEE.

5. Publicity

Licensee shall not, without the prior written consent of Aerospace, which can be withheld in its absolute discretion: (i) use the name and trademarks of The Aerospace Corporation or any of its employees, or any adaptation thereof, in any publicity, advertising, press releases, marketing activities, annual reports, promotional or sales literature, or on any web site; and (ii) use The Aerospace Corporation or any of its employees as a reference in any manner whatsoever to promote Licensee's products and capabilities. Request for an approval shall be directed to Aerospace's Office of the General Counsel.

6. Term and Termination

(a) This Agreement shall become effective on the last date set forth in the signature block and shall continue in perpetuity unless terminated as hereinafter provided.

(b) Either Party has the right to terminate this Agreement if the other Party breaches any material term of this Agreement and fails to cure the breach within thirty (30) days after receipt of written notice.

(c) In the event of a breach of any of the provisions of this Agreement, Licensee acknowledges and agrees that Aerospace shall have no adequate remedy at law and shall thereafter be entitled to enforce any such provision by temporary or permanent injunctive or mandatory relief obtained in any court of competent jurisdiction without the necessity of proving damages, posting a bond or other security, and without prejudice to or diminution of any other rights or remedies which may be available.

(d) In the event this Agreement is terminated, all rights granted to Licensee hereunder shall cease and the Licensee shall forthwith destroy all copies of the Software and Documentation in its possession and shall erase from all computer, electronic or other storage devices or otherwise destroy all images and copies of the Software and all portions thereof. Licensee shall certify in writing to Aerospace, within thirty (30) days of termination, that all copies of the Software have been destroyed.

7. Limitation of Liability

(a) LICENSEE AGREES THAT USE OF THE SOFTWARE IS AT LICENSEE'S SOLE RISK AND EXPENSE, THAT LICENSEE IS SOLELY RESPONSIBLE FOR ADOPTION, REJECTION, OR USE AND IMPLEMENTATION OF ANY RESULTS OR INFORMATION

OBTAINED FROM USING THE SOFTWARE, AND THAT LICENSEE SHALL INDEMNIFY AND HOLD AEROSPACE HARMLESS FROM ANY DAMAGES EITHER TO LICENSEE OR OTHERS ALLEGED TO ARISE OUT OF LICENSEE'S USE OF THE SOFTWARE.

(b) LICENSEE AGREES THAT AEROSPACE'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT FOR ALL CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR BY STATUTE, TREATY, OR OTHERWISE) SHALL BE LIMITED TO AND NOT EXCEED THE LESSER OF THE LICENSE FEES ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE OR \$100.00, REGARDLESS OF WHETHER AEROSPACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE OR IF ANY REMEDY SET FORTH HEREIN FAILS ITS ESSENTIAL PURPOSE OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL AEROSPACE BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTES, LOSS OF PROFITS, LOSS OF GOODWILL, INTERRUPTION OF BUSINESS OR WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE, COMPUTER MALFUNCTION, OR SIMILAR TYPES OF DAMAGES, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, AND REGARDLESS OF WHETHER AEROSPACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE.

8. Aerospace agrees to license the Software only on the terms and conditions set forth in this Agreement. Any terms proposed in Licensee's acceptance of this Agreement which add to, vary from, or conflict with the terms of this Agreement are hereby objected to. Any such proposed terms shall be void, unless expressly agreed to in writing by Aerospace.

9. This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter, and it supersedes all prior written or oral commitments, understandings, or proposals. This Agreement may not be amended or modified except by a writing signed by the Parties. Any waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of that provision. Failure of either Party to enforce at any time or from time to time any provision of this Agreement shall not be construed as a waiver thereof. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Licensee without the prior written consent of Aerospace. Any attempt to assign or otherwise transfer any such rights or obligations without such permission shall be void. Notwithstanding the foregoing, consent shall not be required with respect to the assignment or transfer of any rights or obligations herein by Licensee to any corporation which has purchased or acquired all, or substantially all, of the business or assets of Licensee provided, however, that such successor shall expressly accept all of the terms and conditions of this Agreement.

10. Any notice required by this Agreement shall be in writing and shall be: (i) delivered personally and it shall be effective on the date delivered; (ii) deposited in the United States mail, postage prepaid, addressed to the Party concerned at its address set forth above and it shall be effective three days after the date of mailing; (ii) delivered by a reputable courier and it shall be effective on the date delivered; or (iv) sent by facsimile or Adobe PDF or and it shall be effective on the date it is sent. For the purpose of any notices, the point of contact for the respective Parties will be the individual identified in the signature block.

11. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California (excluding its conflict of law principles) and any applicable Federal law. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and shall not apply to this Agreement.

12. Licensee shall comply with all applicable U.S. export control laws and regulations, including the requirements of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR").

13. In the event of litigation to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, court costs, expert witness fees, and other related costs and expenses.

14. This Agreement may be signed in one or more counterparts, each of which shall be deemed one and the same original document. A photocopy, electronically transmitted facsimile, or other electronic reproduction of this Agreement made after this Agreement has been signed by authorized representatives of the Parties shall constitute a binding and effective record of this Agreement whether or not an ink signed copy hereof is also received or retained by either Party, and will constitute an original document for the purpose of establishing the provisions hereof, and shall be legally admissible and enforceable against the Parties.

LICENSOR:

THE AEROSPACE CORPORATION

LICENSEE:

University of Washington

Attn:

Signature:  _____

Print Name: Steve Brunton

Title: Professor

Date: March 5, 2024