VORPAL SOURCE SOFTWARE LICENSE AGREEMENT

This End User License Agreement ("Agreement") is entered _____, 20___, ("Effective Date")

between_____, with its principal place of business at

_____ ("Licensee") and Tech-X Corporation,

with a place of business at 5621 Arapahoe Avenue, Suite A, Boulder, CO 80303, ("Tech-X") (individually a "Party"

or collectively the "Parties").

In consideration for the benefits exchanged under this Agreement, each Party agrees as follows:

1. **GRANT OF LICENSE**
    (a) License to Use. Subject to the terms and conditions of this Agreement, Tech-X grants Licensee a non-exclusive, non-transferable, non-sublicenseable right and license during the term of this Agreement to access and use the VORPAL® Software and all associated source code, user manuals and documentation (collectively, the "Software") solely for concurrent usage of the Software on the number of compute cores and on the single machine set forth below for internal use only during the applicable term of this Agreement.
    (b) Archival or Backup Copies. Licensee is permitted to create one copy of the Software for backup and archival purposes, provided that the original and such copy are kept in Licensee's possession and that Licensee's installation and use of the Software does not exceed the scope of the rights granted in this Section 1. Licensee is not permitted to transfer any backup copies to third parties.

2. **RESTRICTIONS**
    All rights not explicitly granted to Licensee are reserved by Tech-X. Without limiting the foregoing, Licensee will not:
    (a) Copy, use, compile, or execute the Software on any computer system other than the computer system for which it was originally licensed without (i) notifying Tech-X and (ii) paying any applicable licensing fees for each additional computer system,
    (b) Copy the Software except to make archival or backup copies as provided above,
    (c) Modify or adapt the Software or merge it into another program,
    (d) Reverse engineer, disassemble, decompile, or make any attempt to discover the source code of the Software,
    (e) Place the Software onto a server so that it is accessible via a public network such as the Internet;
    (f) Sublicense, rent, lease or lend any portion of the Software to third parties;
    (g) Create derivative works of the Software as defined under United States copyright law 17 U.S.C. §101 and, to the extent applicable, international copyright law;
    (h) Use the Software to provide a service bureau, time share or other services to third parties;
    (i) Host any portion of the Software on equipment not owned and controlled by Licensee;
    (j) Use any portion of the Software in a manner that does not comply with applicable law, regulations, or governmental orders including, without limitation, all applicable privacy laws; or
    (k) Export or re-export the Software.

    Upon Tech-X's request, Licensee will provide assurances that it is using the Software in accordance with the terms of this Agreement.

3. **OWNERSHIP**
    (a) Portions of the Software are jointly owned by Tech-X and the University of Colorado.
    (b) Tech-X and its licensors and co-owners of copyright, as applicable, own all right, title and interest in and to the Software, including, but not limited to, any images, photographs, databases, animations, video, text and

"applets" incorporated into the Software, any accompanying printed or electronic materials, and any copies of the Software, including all rights under copyright law, trademark law, patent law, trade secret law, and all other forms of proprietary and intellectual property protection, subject only to the licenses expressly granted to Licensee herein. This Agreement does not provide Licensee with title or ownership of the Software, but only a revocable license of limited use as set forth above. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

4. PRICES AND PAYMENT

Licensee shall pay license fees specified for the Software in accordance with the terms of the License Fee Agreement with Tech-X, or if not specified therein, in accordance with the then-current price sheet for the Software, as provided by Tech-X from time to time. Unless otherwise agreed by Tech-X, Licensee shall pay all fees net thirty (30) days from date of invoice. Licensee shall pay all taxes arising from or related to its license or use of the Software, excluding taxes based solely on Tech-X's net income, provided that Licensee shall have no such tax obligation upon presentation of satisfactory evidence of its exemption from applicable taxes.

5. NO WARRANTIES

TECH-X MAKES NO AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES FOR THE SOFTWARE. THE SOFTWARE IS PROVIDED TO LICENSEE "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE LICENSEE BEARS THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE SOFTWARE. LICENSEE EXPRESSLY ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, SHOULD THE SOFTWARE PROVE DEFECTIVE.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL TECH-X BE LIABLE FOR ANY GENERAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, INACCURATE INFORMATION, LOSS OF INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF TECH-X HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, IN NO EVENT SHALL TECH-X'S AGGREGATE LIABILITY ARISING UNDER, WITH RESPECT TO OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY LICENSEE TO TECH-X UNDER THIS AGREEMENT.

7. U.S. GOVERNMENT RESTRICTED RIGHTS

If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions). The manufacturer is Tech-X Corporation, 5621 Arapahoe Avenue, Suite A, Boulder, Colorado 80303.

8. TERM AND TERMINATION

(a) This Agreement commences on the Effective Date and will continue unless earlier terminated as provided in this Section 8. This Agreement may be terminated: (a) at any time upon mutual written agreement of Licensee and Tech-X; or (b) by Tech-X, by written notice to Licensee if Licensee (i) breaches a material obligation under this Agreement and such breach continues uncorrected for a period of thirty (30) calendar days after notice in writing thereof to an authorized representative of Licensee, or (ii) if Licensee fails to pay an amount due hereunder and continues to be delinquent for thirty (30) calendar days; or (c) by Licensee for convenience upon thirty (30) calendar days' notice, or (d) by either Party, if the other Party becomes insolvent or is adjudged as bankrupt; makes an assignment for the benefit of creditors; has a receiver appointed; or files a petition of bankruptcy. The licenses granted under this Agreement are subject to 11 U.S.C. §365(n).

(b) Effect of Termination; Survival. Upon termination of this Agreement, Licensee will immediately (i) cease any and all use of the Software, (ii) delete the Software from its systems; and (iii) and will destroy any and all of copies of the Software and any work derived from the Software. Sections 2, 3, 5, 6, 9, and 11-15 will survive termination of this Agreement.

9. CONFIDENTIALITY

The structure, organization, and code of the Software are the valuable trade secrets, know-how and proprietary and confidential information of Tech-X and its licensors ("Confidential Information"). Licensee will use best efforts to maintain the confidentiality and security of the Confidential Information and prevent the unauthorized disclosure or use of such Confidential Information. Licensee will disclose Confidential Information only to employees or contractors of the Licensee who need access to such Confidential Information in order to support Licensee's authorized use of the Software after Licensee has required such employees and contractors to execute a written agreement, to protect Confidential Information as provided in this Agreement. Licensee will notify Tech-X immediately if it learns of a current or threatened misuse or unauthorized use or disclosure of the Software and will cooperate with Tech-X in its efforts to resolve such misuse. ANY USE OR DISCLOSURE OF THE CONFIDENTIAL INFORMATION MAY BE ACTIONABLE AS A VIOLATION OF TECH-X'S PROPRIETARY, CONFIDENTIALITY, OR TRADE SECRET RIGHTS.

10. SERVICE AND SUPPORT

The service and support that Tech-X offers for the Software under this Agreement are limited to the then-current service or support, if any, that is described on Tech-X's website.

11. INDEMNIFICATION

Licensee will defend, indemnify, and hold harmless Tech-X, its affiliates, directors, licensors, co-owners of copyright, employees, and agents harmless from and against any claim, action, proceeding, loss, cost, expense, damages, and liability, including reasonable attorneys' fees, arising from: (1) Licensee's use or other actions relating to the Software and/or (2) Licensee's breach of any provision of this Agreement.

12. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, and the United States, without regard to any applicable conflicts of law provisions thereof that may require the application of the laws of another jurisdiction. The United Nations Convention on the International Sale of Goods does not apply.

13. DISPUTE RESOLUTION

Any dispute arising between the parties out of or in connection with this Agreement will be finally resolved by arbitration conducted by one arbitrator in Denver, Colorado pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA") applicable to commercial disputes. The Federal Arbitration Act, 9 U.S.C. Sec. 1-16, not state law, will govern such dispute. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. Each party will bear its own costs and attorneys' fees, and will share equally in the fees and expenses of the arbitrator. The arbitration will be conducted in English, the governing language of this Agreement. Nothing in this section will restrict the ability of Tech-X to pursue any legal or equitable remedy or to obtain an injunction to protect any rights Tech-X may have rising out of or relating to the Software or any of Tech-X's intellectual property rights. Any breach of this Agreement by Licensee will cause Tech-X irreparable harm for which there is no adequate legal remedy. In the event of any actual or threatened breach of this Agreement by Licensee, Tech-X is entitled to obtain injunctive and all other appropriate relief from a court of competent authority, without being required to: (i) show any actual damage or irreparable harm, (ii) prove the inadequacy of its legal remedies, or (iii) post any bond or other security.

14. ASSIGNMENT

Licensee is not permitted to transfer this Agreement or any of the rights granted by it, including assignments or transfers by operation of law, as well as by contract, merger or consolidation. This Agreement is binding upon and inure to the benefit of Tech-X, Licensee and Licensee's permitted successors.

15. EXPORT CONTROL

Licensee shall not export or re-export, directly or indirectly, or provide to any other person or entity for export or re-export, the Software, or technical data related thereto, without first complying with all applicable export control regulations of any jurisdiction to which Licensee or the Software are subject, including, without limitation, obtaining any necessary export or re-export consent from the U.S. Department of Commerce or other governmental authority.

16. GENERAL PROVISIONS

i.   This Agreement is the exclusive agreement between Licensee and Tech-X concerning the Software and may be modified only by a writing signed by Licensee and Tech-X.
ii. If any part of this Agreement is found invalid, such invalidity will not affect the validity of remaining portions of this Agreement, and the parties will promptly substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision.
iii. In the event of litigation or arbitration between Licensee and Tech-X concerning the Software, the prevailing party in such proceeding will be entitled to recover attorney fees and expenses from the other party.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the Effective Date in duplicate by their respective duly authorized officers.

Tech-X: Licensee:_____
                                                        (Organization)

By:_____   By:_____
                                                    (Authorized Signature)

Name:_____   Name:_____
                                                      (Printed Name)

Title:_____ Title:_____

Date:_____ Date:_____

The Licensee declares that the Software is installed on the computer system listed below. If the Licensee decides to move the software to another computer system, the Licensee must notify Tech-X and receive permission from Tech-X prior to installing the Software on a different computer system. Also, once verification of this new installation of the Software is complete, the Licensee must remove the Software from the prior computer system. Postal mail, electronic mail, or facsimile are acceptable methods for the Licensee to notify Tech-X of Licensee's intent to move the Software to a different computer system.

Hostname:_____

MAC Address:_____

Architecture:_____

Operating System:_____

MPI Version (parallel executable only):_____

Number of Compute Cores:_____

Questions concerning this Agreement or the Software should be directed to: Tech-X Corporation, 5621 Arapahoe Avenue, Suite A, Boulder, CO 80303. E-mail: sales@txcorp.com. Web: http://www.txcorp.com. "Tech-X" is a registered trademark of Tech-X Corporation. "VORPAL" is a registered trademark of the University of Colorado. Other names, products and services may be the trademarks or registered trademarks of their respective holders.

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