EXHIBIT D

CMMC SOFTWARE LICENSE AGREEMENT

INTERNAL ACADEMIC AND EDUCATIONAL USE

CMMC MODELING SOFTWARE

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

DO NOT USE OR LOAD THIS CMMC MODELING SOFTWARE UNTIL YOU HAVE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS.

BY LOADING OR USING THIS CMMC MODELING SOFTWARE, YOU AGREE TO THE TERMS OF THIS CMMC SOFTWARE LICENSE AGREEMENT.

IF YOU DO NOT WISH TO SO AGREE, DO NOT COPY, INSTALL, MODIFY OR USE THIS CMMC MODELING SOFTWARE.

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS. The following definitions apply in this Agreement:

1.1 "CMMC" means The CMMC LLC.

1.2 "You" means any individual or entity exercising any of the license rights in this Agreement.

1.3 "Parties" means CMMC and You.

1.4 "Party" means CMMC or You.

1.5 "Effective Date" means the date that You first exercise any of the license grants in this Agreement.

1.6 "**Derivative Work**" means a derivative work, as defined in 17 U.S.C. § 101, of the Software Source Code, created by You.

1.7 "Object Code" means computer programming code in binary form suitable for machine execution by a processor without the intervening steps of interpretation or compilation.

1.8 "Licensed Patent Claims" means only those claims of CMMC's patents that are necessarily and directly infringed by the reproduction and distribution (that is authorized in Section 2.1) of the Software in its unmodified form as delivered by CMMC to You and not modified, or combined with anything else. Licensed Patent Claims are only those claims which CMMC can license without paying, or getting the consent of, a third party.

1.9 "Academic Research Projects" means academic or educational activities, or non-profit research. This explicitly excludes projects which are contracted to You by any third party for a fee, or projects that are done in collaboration with a third party that is funding the research in whole or in part in exchange for commercial rights in the results and/or possible delay in publication of any relevant results to the academic community.

1.10 "Confidential Information" means any information contained in Source Code provided under this Agreement. Confidential Information does not include:
   (a) information generally available to the public;

(b) information rightfully in the possession of Your prior to signing this Agreement;

(c) information independently developed by You without the use of any of the provided Confidential Information.

1.11 "Open Source Software" means:

(A) any software that requires as a condition of use, modification or distribution of the software that that software or other software incorporated into, derived from or distributed with that software:

· be disclosed or distributed in Source Code;

· be licensed by the user to third parties for the purpose of making or distributing derivative works; or

· be redistributable at no charge.

(B) Open Source Software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models substantially similar to any of the following:

· GNU's General Public License (GPL), Lesser/Library GPL (LGPL) or Affero GPL (AGPL);

· the Artistic License (e.g., PERL);

· the Mozilla Public License (MPL);

· the Eclipse Public License (EPL); and

· the Common Development and Distribution License (CDDL).

1.12 "**Software**" means the CMMC modeling software computer program, in Object Code or Source Code, and any updated or improved version of the program, if any, that CMMC provides to You under this Agreement. The Software does not include Open Source Software or any computer programming code that is subject to a separate agreement, obligation or license.

1.13 "**Source Code**" means a form in which a computer program is provided in human readable format.

1.14 "Feedback" means Your requirements, inputs, comments, responses, opinions, feedback and errata, whether oral or written, concerning the Software.

2. LICENSE

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2.1 Grant. Subject to Your compliance with the terms of this Agreement, CMMC hereby grants You, during the term of this Agreement, a non-transferable, non-exclusive, non- sublicensable (except as expressly set forth below), no-charge, limited right and license:

(A) under CMMC's copyrights, to:

(1) reproduce and execute the Software only for Academic Research Projects; this license does not include the right to sublicense, and may be exercised only within Your facilities by Your employees;

(2) modify the Software to create Derivative Works, only for Academic Research Projects, only within Your facilities by Your employees;

(B) under CMMC's Licensed Patent Claims, to:

(1) make and use the Software within Your facilities by Your employees under the CMMC copyright license granted to You under Section 2.1(A), but only for Academic Research Projects;

(2) import the Software under the CMMC copyright license granted to You under Section 2.1(A), but only for Academic Research Projects.

(C) Unless specifically set forth in Section 2.1, the parties agree that they have the mutual intention that CMMC grants You no other license or right to any CMMC intellectual property, expressly or by implication, estoppel, statute or otherwise. CMMC reserves all rights that it does not expressly grant to You in this Agreement. You agree that you have no right to make, sell, or modify the Software, or combine the Software with other items or to use any such combination, except as granted in this Section 2.1. You are only licensed to the Licensed Patent Claims, and no other patent claims, even if such claims are part of the same patent as Licensed Patent Claims. You further agree that, as an essential basis of the bargain, (i) the consideration from You under this Agreement covers only the limited rights expressly granted to You in Section 2.1 and that any other licenses or rights would require a separate license and additional consideration, and (ii) nothing in this Agreement requires or will be treated to require CMMC to grant any a separate license. You also acknowledge that there are substantial uses of the Software in its original, unmodified, and uncombined form.

2.2 Restrictions.

(A) All rights, title and interest in and to the Software are and will remain the exclusive property of CMMC. Unless expressly permitted under Section 2.1, You will not, and will not allow any third party to:

(1) use, copy or distribute the Software;

(2) modify, adapt, enhance, disassemble, decompile, reverse engineer, change or create Derivative Works from the Software; or

(3) use the Software to process the data of, or make the Software available online for the use of, third parties.

(B) No right or license is granted or implied under any of CMMC's copyrights, patents, trademarks, trade secrets, trade names, service marks or other intellectual property rights to use the Software or to license or authorize others to use the Software beyond the rights expressly set forth in this Agreement.

(C) Except as expressly permitted under Section 2.1, You will not allow the Software to be accessed or used by third parties. Notwithstanding the foregoing, Your authorized consultants and subcontractors may access the Software where the access is incidental to their performing services on Your behalf consistent with the license granted to You under this Agreement, provided You bind those consultants and subcontractors to the confidentiality and other obligations imposed on You under this Agreement and You are fully liable to CMMC for the actions and inaction of those consultants and subcontractors.

(D) You must not disclose, distribute or make use of any Confidential information, except as expressly authorized by CMMC. Any breach by You of the confidentiality obligations provided for in this section will cause irreparable injury to CMMC for which money damages may be inadequate to compensate CMMC for losses arising from such a breach. CMMC may obtain equitable relief, including injunctive relief, if You breach or threaten to breach Your confidentiality obligations.

2.3 Copies. In addition to the number of copies permissible under Section 2.1(A)(1), You may make a reasonable number of copies of the Software for archival purposes or for use as a back-up when the Software is not operational. You must copy all copyright legends, trademarks, trade names and other legends and identification when You copy the Software. You will maintain records of the number of copies currently in Your possession or control, and will provide copies of those records to CMMC upon request.

2.4 Open Source Software. If the Software includes Open Source Software, that Open Source Software is licensed under the applicable Open Source Software license agreement identified in a manner consistent with the requirements of such Open

Source Software license agreement. With respect to the Open Source Software, nothing in this Agreement limits any rights under, or grants rights that supersede, the terms of the applicable Open Source Software license agreement. You will not subject the Software, in whole or in part, to any license obligations associated with Open Source Software, including combining the Software with Open Source Software in a manner that subjects CMMC, or any portion of the Software, to any license obligations of the Open Source Software.

3. FEES; ROYALTIES; TAXES

The license is granted under this Agreement for no fee or royalty. Each party is responsible for its own tax liability arising out of this Agreement.

4. TERM; TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and continue until terminated in accordance with this Section 4.

4.2 Termination. CMMC may terminate this Agreement:

· if You materially breach any other provision of this Agreement, and You fail to correct the breach within 30 days of Your receipt of written notice of that breach or, if the breach is incapable of cure within 30 days, You fail to take substantial steps toward a cure within that period;

· immediately, if You breach any provision of Sections 2 or 7; or

· immediately, if You become insolvent or make an assignment for the benefit of creditors, or a trustee or receiver is appointed for You or for a substantial part of Your assets, or bankruptcy, reorganization or insolvency proceedings are instituted by or against You.

4.3 Effect of Termination.

(A) Expiration or termination of this Agreement will terminate Your license rights under this Agreement.

(B) Within 30 days after expiration or termination of this Agreement, You will furnish CMMC a written certification that You have either returned to CMMC or destroyed the original and all copies, including partial copies, of the Software that CMMC furnished under this Agreement or that You made as permitted by this

Agreement, and that no copies or portions of the Software remain in Your possession or in the possession of Your employees or agents

(C) Sections 2.1(C), 2.2, 2.3, 3, 4.3, 5, 6, 7, 8, 9 and 10 will survive expiration or termination of this Agreement.

5. FEEDBACK

5.1 To the extent You provide CMMC with Feedback, You grant to CMMC and CMMC accepts, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable license, with the right to sublicense, under Your intellectual property rights to the Feedback to publish, and disclose such Feedback, and to display, perform, copy, make, have made, import, use, sell, and otherwise dispose of Feedback as provided by You to CMMC.

6. SUPPORT

6.1 Services. CMMC has no obligation to maintain or support the Software. Under no circumstances will CMMC have any obligation to Your customers with respect to maintenance or support of the Software.

6.2 Additional Services. CMMC has no obligation to perform any maintenance, support, or other services not specifically provided for in this Agreement; any maintenance or other services by CMMC will be under a separate agreement, in writing.

7. NO PUBLICITY

7.1 No Publicity. You may not use CMMC's name, or the names of any CMMC's employees, in any publication, advertisement or other announcement, without CMMC's prior written consent in each instance.

8. REPRESENTATIONS & WARRANTIES

If You are an agent or employee of a legal entity, You represent and warrant that You have the legal authority to bind that legal entity to this Agreement.

CMMC makes no warranties to You with respect to the Software or any Support, service, advice, or assistance furnished to You, whether written, oral, implied or statutory, including warranties of merchantability or fitness for a particular purpose, non- infringement, or arising from course of dealing or usage in trade.

9. LIMITATION OF LIABILITY

(A) CMMC's cumulative liability to You for all claims of any kind resulting from CMMC's performance or breach of this Agreement or the Software furnished under this Agreement will not exceed $1,000, regardless of whether CMMC has been advised of the possibility of those damages or whether any remedy set forth in this Agreement fails of its essential purpose or otherwise. This limitation of liability is cumulative and not per incident; the existence of more than one claim will not increase the limit.

(B) CMMC will not be liable for costs of procurement of substitutes, loss of profits, loss of use, interruption of business, or for any other special, consequential, punitive or incidental damages, however caused, whether for breach of warranty, contract, tort, negligence, strict liability or otherwise, irrespective of whether CMMC has advance notice of the possibility of such damages. The limitation of liability set forth in this Section 10 is a fundamental basis of this Agreement; and each Party understands and agrees that the other would not have entered into this Agreement without the limitation of liability.

10. GENERAL PROVISIONS

10.1 Audit Rights. Upon reasonable advance notice, CMMC will have the right to inspect, or have an independent auditor inspect, Your facilities and records during normal business hours to verify Your compliance with the terms and conditions of this Agreement. If an inspection discloses that You are not compliant with these terms, CMMC may exercise any or all rights and remedies provided under this Agreement or by law including, but not limited to, the right to recover the cost of the audit.

10.2 Export. The Software and all related technical information or materials are subject to export controls and (are or may be) licensable under U.S. Government export regulations. You will not export, re-export, divert, transfer or disclose, directly or indirectly, the Software and any related technical information or materials without complying strictly with all legal requirements including, without limitation, obtaining the prior approval of the U.S. Department of Commerce and, if necessary, other agencies or departments of the U.S. Government. You will execute and deliver to CMMC "Letters of Assurance" as may be required under applicable export regulations. You will

indemnify CMMC against any loss related to Your failure to conform to these requirements.

10.3 No Sublicensing, Assignment or Transfer.

(A) You may not delegate, assign or transfer this Agreement, or any of Your rights and obligations under this Agreement, and any attempt to do so will be void. In addition, You may not sublicense, assign or transfer any Software or any part of the Software, or any right in this Agreement to any third party temporarily (such as loaning, rental, licensing or timeshare) or permanently, except as expressly permitted under Section 2.1 or 2.2, without the prior written consent of CMMC in each instance, which consent CMMC may withhold in its sole discretion. Any attempted sublicense, assignment or transfer that is not expressly permitted under Section 2 without CMMC's written consent will be void.

(B) You agree that this Agreement binds You and each of Your affiliates and the employees, agents, representatives and persons associated with any of them. Without limitation of the foregoing, if there is a sale of substantially all of Your assets, a merger, a reorganization, or a change in control of 50% or more of Your equity, no transfer or assignment (including, without limitation, an assignment by operation of law) of this Agreement may be made without the prior written consent of CMMC.

10.4 U.S. Government Contract Provisions. This Agreement is for Your temporary license of Software. No Government procurement regulation or contract clauses or provision will be considered a part of any transaction between the Parties under this Agreement unless its inclusion is required by statute, or mutually agreed upon in writing by the Parties in connection with a specific transaction. The technical data and computer software covered by this license is a "Commercial Item," as that term is defined by the FAR 2.101 (48 C.F.R. 2.101) and is "commercial computer software" and "commercial computer software documentation" as specified under FAR 12.212 (48 C.F.R. 12.212) or DFARS 227.7202 (48 C.F.R. 227.7202), as applicable. This commercial computer software and related documentation is provided to end users for use by and on behalf of the U.S. Government, with only those rights as are granted to all other end users under the terms and conditions in this Agreement. Use for or on behalf of the U.S. Government is permitted only if the party acquiring or using this Software is properly authorized by an appropriate U.S. Government official. This use by or for the U.S. Government clause is in lieu of, and supersedes, any other FAR, DFARS, or other provision that addresses Government rights in the computer Software or documentation covered by this license. All copyright licenses granted to the U.S. Government are coextensive with the technical data and computer Software licenses granted in this Agreement. The U.S. Government will only have the right to reproduce,

distribute, perform, display, and prepare Derivative Works as needed to implement those rights.

10.5 Force Majeure. Except for Your obligations under Section 3, neither Party will be liable to the other Party for delay in performing its obligations, or failure to perform any obligations, under this Agreement, if the delay or failure results from circumstances beyond the control of that Party including, but not limited to, any acts of God, governmental act, fire, explosion, accident, war, armed conflict, terrorist act or civil commotion. If there is a delay, the time for performance will be extended by the amount of time lost by reason of the delay; provided, however, should an event of force majeure described in this Section delay either Party's performance in any material respect for a period of more than 90 days, then the other Party will have the option, upon giving written notice, to terminate this Agreement or the relevant portion of this Agreement affected by the delay.

10.6 Waiver and Severability. If either Party fails to enforce at any time any of the provisions of this Agreement, or to exercise any election of options provided in this Agreement, that failure will not constitute a waiver of that provision or option, or affect the validity of this Agreement or any part of this Agreement, or the right of the waiving Party to enforce subsequently each and every provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will continue in full force and effect.

10.7 Governing Law; Jurisdiction.

(A) The procedural and substantive laws of the State of Washington, U.S.A., without regard to its conflicts of laws principles, will govern this Agreement. This Agreement is prepared and executed and will be interpreted in the English language only, and no translation of the Agreement into another language will have any effect. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and will not apply to this Agreement.

(B) The state and federal courts located in the State of Washington will have exclusive jurisdiction of all disputes and litigation arising out of or related to this Agreement including, without limitation, matters connected with its performance. Each Party irrevocably submits to the personal jurisdiction of those courts and irrevocably waives all objections to such venue.

10.8 Entire Agreement. This Agreement contains the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other communications between the Parties relating to

the subject matter of this Agreement. Only a written instrument duly executed by authorized representatives of CMMC and You may modify this Agreement.

■ DOCUMENT END