

CoABS Grid SITE LICENSE AGREEMENT

This agreement ("Agreement") is effective _____, 2000, by and between Global InfoTek, Inc. a Virginia corporation, having a place of business at 156 East Maple Avenue, Vienna, VA 22180 (hereinafter "Global InfoTek" or "Licensor") and _____ having a place of business at _____ (hereinafter "Licensee").

WHEREAS, Global InfoTek has developed and owns certain computer program modules and data files known collectively as the CoABS Grid; The CoABS Grid is an infrastructure for the integration of heterogeneous agent-based and legacy systems; and, WHEREAS, LICENSEE desires to obtain from Global InfoTek a non-exclusive, non-transferable, license to use the aforementioned CoABS Grid, at its

_____ site located at _____ hereinafter called "SITE"; (Each SITE being hereby defined as a geographically clustered set of buildings used by the LICENSEE for which the computers housed therein are, or could reasonably be, connected via a local area network.)

NOW, THEREFORE, in consideration of the mutual covenants, conditions and provisions contained herein, Global InfoTek hereby grants to LICENSEE a non-transferable, non-exclusive license ("LICENSE") to use the physical property described below as the "Licensed Material" upon the terms and conditions hereinafter set forth; and LICENSEE hereby accepts such license subject to said terms and conditions.

The parties to this Agreement agree that this Agreement constitutes the entire agreement between the parties concerning Licensee's use of the Software and that Licensee's purchase order or other licensee ordering document shall not add to, nor vary, the terms of this Agreement.

1. **Definitions**

"Software" shall mean the source code, object code and executable code of the CoABS Grid, and supporting documentation which may for example include program listings.

"Documentation" shall mean technical publications, operating instructions and user manuals relating to the use of the Software, such as reference, installation, administrative and programmer manuals, delivered by Licensor to Licensee.

The "licensed material" consists of the documentation and executable forms of the CoABS Grid, including: source and object code; any knowledge bases or other data specifically adapted for use with the executable forms of the CoABS Grid; any tools or executable processes specifically adapted to produce data usable in the CoABS Grid; any listings of them; and any user and/or reference materials or updates to them.

2. **Grant; Term**

- a) Subject to the conditions herein, Licensor hereby grants to Licensee a limited, nontransferable, nonexclusive license for the Licensee's own internal use of the Software for research and evaluation purposes. This license is for the internal use of the Licensee and shall not be used commercially (including embedding the Software in a system) by the Licensee. Title to all copies of the Software remains in Licensor
- b) This license, the Software, the Documentation and proprietary information provided by Licensor to Licensee may not be sold, leased, assigned, sublicensed or otherwise transferred, in whole or in part, by Licensee to any third party or other agency or governmental entity, without the written approval of Licensor.
- c) In return for providing the Software, Licensee hereby grants to Licensor an unlimited, unrestricted license to any modifications Licensee makes to the Software. Licensee shall promptly provide Licensor with source code and complete documentation for any such modifications. Licensee agrees to promptly notify Licensor of any significant software errors, problems, or any other significant defects within the Software.
- d) The term of this Agreement shall be for an initial period of one (1) year from the date first appearing herein unless:
 - i. Either party sends a written notice of termination to the other party no later than sixty (30) days prior to the expiration of the initial one (1) year period.
 - ii. The agreement shall have been earlier terminated pursuant to paragraph 12 (Default) hereof; or,
 - iii. This Agreement and the LICENSE(S) granted hereunder shall immediately terminate if any assignment is made of LICENSEE'S business for the benefit of creditors, a receiver or similar officer is appointed to take charge of all or any part of LICENSEE'S property, LICENSEE is generally failing to pay its debts as they become due, or LICENSEE has suspended business operations.
 - iv. IF THIS AGREEMENT IS TERMINATED AS PROVIDED FOR HEREIN, ALL PROVISIONS REGARDING PROPRIETARY RIGHTS, DISCLAIMERS OF WARRANTIES, AND LIMITATIONS OF LIABILITY SHALL SURVIVE TERMINATION.
- e) LICENSEE agrees that the Licensed Material is, and shall at all times remain, the property of Global InfoTek. LICENSEE shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

3. **License Exclusions**

Except as expressly authorized herein, Licensee shall not:

- a) copy or modify any part of the Software:

- b) reverse compile or reverse assemble all or any portion of the Software;
- c) distribute, disclose, market, rent, lease or transfer to any third party the Software or use the Software in any service bureau arrangement;
- d) disclose the results of Software performance benchmarks to any third party without the prior written consent of the Licensor.
- e) Transfer the Software to a different computer, location or site or allow access to the Software through any network or remote accessing capability; or
- f) Export the Software in violation of any United States Government export regulation.

4. **Termination**

Licensee agrees to return all copies of all Software to Licensor within three hundred and sixty-five (365) calendar days from the date of this agreement.

5. **Duplication and Disclosure**

LICENSEE agrees that, except to the extent that LICENSEE can clearly demonstrate by means of written records that the licensed material was lawfully in its possession before receipt from Global InfoTek and that such lawful possession was not in contravention of this or any other similar site license between Global InfoTek and any third party, LICENSEE agrees that all such Licensed Material is provided for the exclusive use of LICENSEE on CPUs located at SITE and that all Licensed Material shall be held in strict confidence as proprietary to Global InfoTek. Furthermore, such licensed material shall not be exploited for commercial use without the prior express written consent of Global InfoTek. The Licensed Material may only be duplicated as reasonably necessary to LICENSEE's sole use of the Licensed Material under this Agreement. The Licensed Material shall not be disclosed to others in whole or in part without the prior express written permission of Global InfoTek. Such prohibitions on disclosure shall not apply to disclosure by LICENSEE to its employees and consultants if and to the extent that such disclosure is reasonably necessary to LICENSEE's use of the Licensed Material, and provided further, that LICENSEE shall take all reasonable steps (including, but not limited to, all steps that LICENSEE takes with respect to information, data, and other tangible and intangible property of its own that it regards as confidential and/or proprietary) to ensure that such Licensed Material is not disclosed or duplicated in contravention of the provisions of the Agreement by any such employees or consultants. Upon written request, LICENSEE shall provide to Global InfoTek information regarding the steps taken by LICENSEE to ensure such confidentiality, and shall further be required to take such additional steps as Global InfoTek may, in its sole reasonable judgment and discretion, deem appropriate to ensure the continued confidentiality and to protect Global InfoTek's proprietary interests in the Licensed Material.

6. **Disclaimer of Warranty**

Global InfoTek warrants that it has title to the Licensed Material and has the right to make the License grants set forth herein. EXCEPT AS EXPRESSLY PROVIDED HEREIN, GLOBAL INFOTEK MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER,

INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE LICENSED MATERIAL, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. GLOBAL INFOTEK SHALL NOT BE LIABLE FOR, AND LICENSEE HEREBY ASSUMES THE RISK OF AND WILL RELEASE AND FOREVER DISCHARGE GLOBAL INFOTEK, INC., ITS AGENTS, OFFICERS, ASSISTANTS ANY AND ALL EMPLOYEES THEREOF EITHER IN THEIR INDIVIDUAL CAPACITIES OR BY REASON OF THEIR RELATIONSHIP TO GLOBAL INFOTEK AND/OR ITS SUCCESSORS, WITH RESPECT TO ANY EXPENSE, CLAIM, LIABILITY, LOSS OR DAMAGE (INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE) AND WHETHER DIRECT OR INDIRECT, INCLUDING THOSE INCURRED, MADE OR SUFFERED BY LICENSEE OR BY ANY THIRD PARTY, IN CONNECTION WITH OR IN ANY WAY ARISING OUT OF THE LICENSEE'S FURNISHING, PERFORMANCE OR USE OF THE LICENSED MATERIAL.

7. **Notices**

All notices under this Agreement shall be in writing and sent by registered mail, return receipt requested, overnight mail or overnight courier (or transmitted by facsimile if confirmed by such mailing), and shall be deemed sufficiently given, if given to Global InfoTek addressed as follows:

Global InfoTek, Inc.
CoABS Grid Site License Agreement
156 East Maple Avenue
Vienna, Virginia 22180, USA
Attention: Ms. Karen Emami

and if given to LICENSEE, at the addresses indicated on the first page of this Agreement.

8. **Title and Protection**

Licensee hereby acknowledges that the licensed Software constitutes a highly valuable asset. Licensor retains title to all portions of the Software and any copies thereof. Licensee shall not disclose the Software to anyone other than those of its employees having a need to know for purposes consistent with this Agreement. Licensee agrees to treat the Software in the same manner and with at least the same degree of care as it treats its own proprietary information. Except as specifically provided in Section 2 of this agreement, Licensee shall not use nor disclose, in whole or in part, any copies of the Software, without authorization of Licensor. If Licensee is an educational institution, Licensee shall exercise due diligence in assuring that access by students of the Licensee shall not violate this paragraph. Licensee shall make reasonable efforts to notify and inform its employees/or students having access to the Software of Licensee's limitations, duties, and obligations regarding use and non-disclosure of the Software. The Software shall be used only by employees and/or students of Licensee. The obligations set forth in this paragraph shall survive termination of this Agreement.

9. **Government Rights**

The Licensed Material was **partially** developed under the following sponsored research and development contract: Air Force Research Laboratory Contract No. F30602-98-C00267. At no time shall any LICENSEE use the Licensed Material in any manner which conflicts or interferes with such governmental license rights.

10. **Export Control**

Notwithstanding any other provision of this Agreement, LICENSEE agrees that it will not export, directly or indirectly, any licensed material or any U.S. source technical data acquired from Global InfoTek, or any products using the Licensed Material or any such data, to any country restricted by the Export Administration Regulations or any other country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the U.S. Department of Commerce or other appropriate agency of the United States Government when required by any applicable Federal statute or regulation. In addition, any transfer of Licensed Material outside of the Licensee's SITE requires written authorization from Global InfoTek in the form of a separate SITE License signed by an authorized representative of both Global InfoTek and LICENSEE.

11. **Interest in Trademark, Trade Name or Service Mark**

No License, right or interest in any Licensor trademark, trade name, patent, copyright, trade secret or service mark is granted hereunder.

12. **Default**

Should LICENSEE fail to observe, keep, perform, or follow any of the terms and/or provisions of this Agreement as required of it, and should such failure not be cured within ten (10) days from the date of written notice by Global InfoTek of such failure, Global InfoTek may, at its option do any one or more of the following:

- i. Immediately terminate the License herein granted;
- ii. Take possession of any or all items of Licensed Material with reasonable notice, wherever they may be located. LICENSEE hereby waives any and all claims for damage occasioned by such taking;
- iii. In the event of any unauthorized use of the Licensed Material, including, but not limited to unauthorized disclosure to third persons or use by LICENSEE of the material at facilities other than those identified in Paragraph 5 (Duplication and Disclosure) above, Global InfoTek shall have, at its option, the right in addition to its other rights and remedies as contained herein, to recover from LICENSEE an amount equal to any and all amount(s) received by LICENSEE on account of such unauthorized use;
- iv. To pursue any other remedy at law or in equity, notwithstanding repossession, of the Licensed Material, or any other rights or remedies which Global InfoTek may have. LICENSEE is and shall remain liable for the full performance of all of obligations on its part to be performed pursuant to this Agreement.

13. **Termination**

Licensor may so terminate this license upon thirty (30) days written notice to Licensee, if Licensee fails to comply with any of the terms and conditions of this Agreement and if such failure to comply is not corrected within the said thirty (30) day notice period. Upon termination of this license, use of the Software by Licensee shall be discontinued. In such event, the license and rights granted hereunder shall expire and Licensee shall have no further rights or access to the Software. All copies of the Software shall then be returned to Licensor.

14. **General**

If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

15. **Legal Expenses**

In the event that legal action is taken by either party to enforce this Agreement whether such legal action is necessary or not, all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions, or provisions hereof shall be paid by the other party.

16. **Assignment**

Without the prior written consent of Global InfoTek LICENSEE shall not (a) assign, transfer, pledge, or hypothecate this Agreement, the Licensed Material or any part thereof or any interest therein or (b) sublet or lend the Licensed Material or any part thereof, or permit the Licensed Material or any part thereof to be used by anyone except as specifically authorized by Paragraph 5 (Duplication and Disclosure) above. Any consent to any of the foregoing prohibited acts shall apply only in the given instance and shall not be deemed a consent to any subsequent similar act nor a consent to any other act. Subject always to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns.

17. **Severability**

If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having proper jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

18. **Governing Law**

Agreement made in and shall be governed by the laws of the Commonwealth of Virginia exclusive of its conflict of laws provisions.

19. **Paragraph Headings**

The headings herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

20. **Post-Termination**

Upon termination of this License for any reason, all Licensed Materials and copies thereof shall be returned to Global InfoTek or their destruction certified by LICENSEE in writing.

21. **Installations**

Under the terms hereof, LICENSEE is entitled to install copies of Licensed Material only on CPUs located at SITE. Installations at an unlicensed site will necessitate a separate site license agreement for each site.

22. **Entire Agreement**

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior verbal understandings and any Licensee ordering document. This Agreement is not assignable or transferable by operation of law, or otherwise, by Licensee and any such assignment or sublicense shall be null and void.

GLOBAL INFOTEK, INC

LICENSEE:

(Printed Name)

(Printed Name)

(Signature)

(Signature)

Title: _____

Title: _____

Date: _____

Date: _____