



**Advanced Mission Planning Solution (AMPS)
Software License Agreement**

This Agreement is between **Tradecraft Technologies, LLC** and the [*Service/Agency, Customer, Program Name*] as called for under [*Contract #*] dated [*Month 1st 20XX*].

1. Definitions

- 1.1 "Program Name" means any program or initiatives that at the time of use of the Tradecraft Technologies Software or Software Deliverables (a) the Program receives direct funding, and/or (b) over which it has direct financial management responsibilities, including any Program cooperative agreements with international or multi-national defense organizations.
- 1.2 "Second Tier Government End Customers" means immediate Government end customers of the Program participating in a Customer-led Program, or a Government end-customer of the Program receiving a full material solution or system, hardware and software included, at cost or no cost. By means of illustration, a Second Tier End Customer and transaction may include scenarios such [Program Name] foreign military sale to a foreign nation partner, or a no cost transfer of the capability to another agency, service or group.
- 1.3 "Third Tier Government End Customers" means immediate Government end customers of Second Tier Government end customers.
- 1.4 "First Tier Contractors" means prime Contractors (and subcontractors thereof) of [Customer/Program Name] performing under [Program Name] contracts.
- 1.5 "Second Tier Contractors " means prime Contractors (and subcontractors thereof) of Second Tier Government end customers performing under contracts for these Second Tier Government end customers.
- 1.6 "Third Tier Contractors" means prime Contractors (and subcontractors thereof) of Third Tier Government end customers performing under contracts for these Third Tier Government end customers.

2. Tradecraft Technologies Software

The software covered by this Agreement (hereinafter the "Tradecraft Technologies Software") consists of the Advanced Mission Planning Software (AMPS) Version X.X.XX;

3. Delivery and Acceptance

- 3.1 **Deliverables.** Tradecraft Technologies will provide the following deliverables (hereinafter the "Software Deliverables"):
 - Software executables/installers for the Tradecraft Technologies' Software;
 - Software source code for the Tradecraft Technologies' Software;
 - Software API documentation for the Tradecraft Technologies' Software; and
 - Software operating manuals for the Tradecraft Technologies' Software.

- 3.2 **Scope of Deliverables.** The Software Deliverables will include the Tradecraft Technologies' Software, source code and documentation necessary for [Program Name] personnel with reasonable skill in programming techniques (or for like personnel of [Program Name] industry contractors) to use, enhance and modify the Tradecraft Technologies' Software, subject to the license restrictions set forth in Sections 4 and 7.
- 3.3 **Delivery Date and Acceptance Support.** Tradecraft Technologies will (a) provide [Program Name] all Software Deliverables no later than 10 business days after contract award , and (b) support [Program Name] review and acceptance of those materials for a period of five days after delivery.

4. License Agreement

Effective upon execution of [Contract #] and until the expiration of the five (5) year period commencing upon the execution of this Contract, Tradecraft Technologies grants to [Program Name] a non-exclusive, non transferable perpetual license to the Software Deliverables, comprised of the following rights and related restrictions:

- 4.1 The right to make an unlimited number of copies of the Software Deliverables, but solely for the uses permitted in this section 4;
- 4.2 The right to use, enhance, and modify the Software Deliverables on any [Program Name] projects;
- 4.3 The right to provide copies of the Software Deliverables within [Program Name] (including all program managers, project managers, and programs that report to [Program Name] and First Tier Contractors. [Program Name] product managers, product managers, and programs. The right to provide copies of the Software Deliverables to Second Tier Government end customers; and
- 4.4 The right to permit Second Tier Government end customers to provide the Tradecraft Technologies Software (and Software Deliverables) to Second Tier Contractors to enhance and modify the Tradecraft Technologies Software for the purposes outlined in this section 4 subject to the following conditions:
- [Program Name] and the Second Tier Government end customer shall not transfer or share Tradecraft Technologies Software (or other Software Deliverables) with Third Tier Government End Customers, Third Tier Contractors, or others;
 - Industry contractors receiving or making use of any Software Deliverables provided under this Agreement will be required to sign a non-disclosure consistent with this Agreement, copies of which will be provided to [Program Name] and Tradecraft Technologies; and
 - [Program Name], Second Tier Government end customers, First Tier Contractor s, and Second Tier Contractors shall take all reasonable precautions to prevent unauthorized or improper use of the Software Deliverables and shall not remove any titles, branding, trademarks or proprietary or restrictive legends related to these Software Deliverables.

5. Support Services

No on-going warranty, support or services are covered under this Agreement. Updates and new versions of the Tradecraft Technologies Software similarly are not covered.

6. Fees

In consideration of the Software Deliverables (referenced in Section 3) and the license rights (referenced in Sections 4 and 7), upon receipt and acceptance of delivery order, [Program Name], shall make a one-time payment of \$X USD.

7. Modified Government Purpose Rights License

After expiration of the five (5) year period commencing upon the execution of [Contract #], the license in Section 4 for the Software Deliverables will convert to an "Unlimited Rights" license (as defined in DFARS 252.227-7014 (Month, Year), with the exception that any and all use of the Software Deliverables shall be limited to the [Customer Service], foreign Government customers of [Customer Service], and the direct industry contractors of any [Customer Service], and shall not extend to others (including other Government departments, agencies, authorities, or other third parties).

8. Liability

Tradecraft Technologies shall not be liable for loss or damage claimed to have been suffered or incurred by any party or user as a result of use of any materials delivered under this agreement regardless of the circumstances or form of action including negligence.

9. Termination

Tradecraft Technologies may terminate this license agreement, if [Program Name] or Second Tier Government end users breach material obligations or use restrictions under this agreement. In the event that Tradecraft Technologies terminates this license agreement, [Program Name] (including all program managers, project managers, and programs that report to [Program Name]). First Tier Contractors, Second Tier Government End Customers, and Second Tier Contractors will be permitted to continue to use any Tradecraft Technologies Software or Software Deliverables already installed on operational systems in perpetuity (at no additional cost).

10. Acknowledgement of Tradecraft Technologies Ownership

[Program Name] acknowledges that the Tradecraft Technologies Software and Software Deliverables constitute Tradecraft Technologies confidential and proprietary information; that Tradecraft Technologies asserts that development of the Deliverables required considerable time and money; that all right, title and interest in and to the Deliverables are and will remain in Tradecraft Technologies; and this agreement in no way conveys any right or interest in the Deliverables other than a license to use the Deliverables as set forth in this agreement. The Deliverables constitute commercial software and/or components of commercial software.

11. Agreement

Each party acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Tradecraft Technologies, LLC

Name/Title: _____

Organization: _____

Date: _____

Licensee

Name/Title: _____

Organization: _____

Date: _____

