

The Boeing Company

Solutions Made Simple Business Unit

11720 Sunrise Valley Dr., Suite 320, Reston, VA 20191

SOFTWARE LICENSE AGREEMENT COVER PAGE

The attached documents describe the relationship between The Boeing Company, through its Intelligence Security Group Program and Solutions Made Simple Business Unit, ("**Boeing**") and the U.S. Government licensee identified below ("**Licensee**"). The documents attached to this cover page will consist of the Software License Terms and Conditions, which describe and set forth the general legal terms governing the relationship, and may include one (1) or more addenda describing and setting forth additional covenants between the Parties.

This Software License Agreement includes this cover page, the attached Software License Terms and Conditions and all Addenda that are attached to such Terms and Conditions and are formally incorporated under the GSA Schedule Contract GS-35F-0119Y or into an order thereunder by an ordering agency. This Agreement, including the attached Software License Terms and Conditions, will become effective when this cover page is executed by authorized representatives of both Parties.

LICENSEE INFORMATION:

Government Entity: _____ Principal Contact Person: _____
email: _____ Phone: _____

TO BE COMPLETED BY BOEING:

Identification of the Boeing Software: _____
Fees & Payment Terms: _____
Terms of Agreement: _____
Authorized Systems: _____

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

LICENSEE: _____ THE BOEING COMPANY:
By (Signature): _____ By (Signature): _____
Name (Printed): _____ Name (Printed): _____
Title: _____ Title: _____
Date: _____ Date: _____

The Boeing Company

SOFTWARE LICENSE TERMS AND CONDITIONS

FOR UNITED STATES GOVERNMENT END USERS

1. DEFINITIONS. Certain capitalized terms used in this Agreement, not otherwise defined on the Cover Page, shall have the meanings set forth or cross-referenced below.

1.1 "Authorized Systems" shall mean exclusively the number and type of computer systems identified on the Cover Page that are owned, operated or under the supervision and control of Licensee.

1.2 "Authorized User" shall have the meaning set forth in Section 2.3.

1.3 "Confidential Information" shall mean all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, the Boeing Software shall be considered Boeing's Confidential Information.

1.4 "Cover Page" shall mean the cover page to which these Software License Terms and Conditions are attached, describing in full the Licensee, Authorized User, and Authorized Systems.

1.5 "Boeing Software" shall mean the machine-readable, executable version of Boeing's proprietary application software specifically identified on the Cover Page.

1.6 "Documentation" shall mean Boeing's standard user manuals and/or related documentation generally made available to licensees of the Boeing Software.

1.7 "Licensee" shall mean the particular Government Department, Agency, or other entity that is licensed to use the subject technology under the terms and conditions of this Agreement. Licensee shall not refer to the entire U.S. Government or to any private, commercial entity, unless otherwise specified in a modification to this Agreement with the consent of Boeing.

1.8 "Term" shall have the meaning set forth in Section 7.1.

2. LICENSE AND USAGE OF SOFTWARE.

2.1 Software Use License. Subject to the terms and conditions of this Agreement, Boeing hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable right and license during the Term to install and operate the Boeing Software on one (1) or more Authorized Systems, solely in accordance with applicable Documentation provided by Boeing, solely for use by Authorized Users and enumerated Authorized Systems, and solely for Licensee's internal business purposes, and in compliance with all Applicable Laws and Regulations.

2.2 Documentation License. Subject to the terms and conditions of this Agreement, Boeing hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable right and license during the Term to make copies of the Documentation provided by Boeing, solely for use by Authorized Users in connection with the exercise of rights granted in Section 2.1.

2.3 Authorized Users. For purposes of this Agreement, the term "**Authorized Users**" shall mean the authorized individual employee, agent or contractor of a United States Government End-User accessing or using the Boeing Software solely on behalf and for the sole benefit of the Licensee in accordance with the use limitations, Intellectual Property, and other restrictions set forth in this Agreement.

2.4 Delivery of Licensee Copies. As soon as commercially practicable after the Effective Date, Boeing shall deliver to Licensee one (1) copy of each of the Boeing Software and one (1) copy of the Documentation for each Authorized System for use by Licensee in exercising its rights under the licenses granted in Sections 2.1 and 2.2, provided that any use of the Boeing Software shall at all times remain subject to the limitations and restrictions set forth in Section 2.6. Delivery shall be deemed complete upon

receipt by Licensee of media upon which the fully functional Boeing Software and Documentation are digitally stored. Unless otherwise agreed between the Parties in an Addendum to this Agreement or in a separate written agreement, Boeing shall have no obligation to install or configure the Boeing Software for or on behalf of Licensee.

2.5 Ownership of Boeing Software Subject to the rights granted in Sections 2.1 and 2.2, Boeing retains all right, title and interest in and to the Boeing Software, the Documentation and associated intellectual property rights, and Licensee acknowledges that it neither owns or acquires any rights in any of the foregoing not expressly granted by this Agreement. Licensee further acknowledges that Boeing retains the right to use the Boeing Software for any purpose in Boeing's sole discretion, and Boeing reserves all rights not expressly granted in this Agreement.

2.6 General Usage Restrictions.

(a) Licensee covenants, represents and warrants that it will not use the Boeing Software or Documentation for any unlawful purpose or any purposes beyond the scope of the licenses granted in this Agreement and that it will comply with any and all applicable laws, regulations, covenants, and Agreements governing the use, purchase, and sale of Boeing Software.

(b) Without limiting the generality of the foregoing, Licensee will not (i) authorize or permit use of the Boeing Software or Documentation by persons other than Authorized Users; (ii) market or distribute the Boeing Software the Documentation; (iii) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Licensee's rights under the licenses granted in Sections 2.1 and 2.2; (iv) use the Boeing Software in any time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party; (v) modify the Boeing Software or Documentation, except with the prior written consent of Boeing; (vi) combine or integrate the Boeing Software with hardware, software or technology not provided to Licensee by Boeing hereunder, provided that use of the standard application programming interface of the Boeing Software, as contemplated in the Documentation, will not be considered to violate the foregoing; (vii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Boeing Software is compiled or interpreted, and Licensee hereby acknowledges that nothing in this Agreement shall be construed to grant Licensee any right to obtain or use such source code; or (viii) make copies of the Boeing Software or Documentation other than a reasonable number of copies solely for archival purposes. Notwithstanding the foregoing, the Licensee may discuss and disclose confidential information to the U.S. Government provided such written confidential information continues to bear the same legend affixed by the disclosing party, whether provided to the U.S. Government in its original form or some other format.

(c) Licensee shall not enter into any contractual relationship or other legally binding obligation with any third party which shall have the purpose or effect of encumbering the use by Boeing of the Boeing Software or the Documentation.

(d) Licensee shall undertake all measures necessary to ensure that its use of the Boeing Software and the Documentation complies in all respects with all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities having jurisdiction over the Parties, the Boeing Software or the Documentation, including, without limitation, by means of obtaining any permits, licenses and/or approvals required with respect to export regulations promulgated by the Bureau of Export Administration or any other agency or department of the federal government of the United States of America. Licensee acknowledges that Boeing makes no representation or warranty

that the Boeing Software may be exported without appropriate licenses or permits under applicable law, or that any such license or permit has been, will be or can be obtained. Licensee expressly acknowledges that the Boeing Software is classified as ECCN 5D002 under the Department of Commerce Export Administration Regulations, and that **non-US Government End-Users, Embassies, or Foreign Affiliates cannot access online or website versions of Boeing Software, or demonstrations or evaluations thereof**, Licensee covenants, represents, and warrants full compliance with this paragraph and all applicable export regulations.

(e) Licensee shall duplicate all proprietary notices and legends of Boeing and its suppliers or licensors upon any and all copies of the Boeing Software and Documentation made by Licensee. Licensee shall not remove, alter or obscure any such proprietary notice or legend.

(f) Licensee covenants, represents and warrants that any and all Third Party Content used in connection with the Boeing Software will be used only with authorization from the appropriate rights holder. Boeing

LICENSEE AGREES THAT BOEING IS NOT RESPONSIBLE FOR, AND HAS NO CONTROL OVER, ANY THIRD PARTY CONTENT AND WILL HAVE NO LIABILITY WITH REGARD TO ANY THIRD PARTY CONTENT. Boeing reserves the rights to all available remedies under the FAR to address Licensee's unlawful use of Boeing Software, or use of Boeing Software to infringe the copyrights of others and to take any other necessary or appropriate action to prevent infringement of copyright holders' rights.

2.7 Compliance Records; Auditing Rights.

Licensee shall create and maintain complete and accurate records of all copies of the Boeing Software and/or Documentation made by or on behalf of Licensee, including the date such copies are made and the locations of Authorized Systems where such copies are installed. Licensee shall promptly provide a copy of such records upon request by Boeing.

2.8 Open Source Software. Boeing may at Boeing's sole discretion provide Open Source Software ("OSS") to Licensee for use with the Boeing Software. Licensee represents and warrants that Licensee will retain all copyright notices, text files, and licenses required for compliance with the licenses under which the OSS has been distributed to Licensee under this Agreement. Licensee acknowledges that Boeing may provide additional copyright notices, text files, or licenses needed for compliance for any license under which OSS has been provided to Licensee from time to time during the Term of this Agreement ("Updated Files"). Licensee further represents and warrants that Licensee will retain such Updated Files as required for compliance with any license under which the OSS has been provided to Licensee. Licensee further represents and warrants that it will not cause the Boeing Software or Documentation to become subject to a copyleft Product distribution license or copyleft document license, respectively. A copyleft Product distribution license for the purposes of this Agreement means a Product distribution license that requires source code be made available to recipients of the Product or that the Product that is distributed be distributed under a license that permits copying, modification, and redistribution for free. A copyleft document license for the purposes of this Agreement is a document license that requires the documentation including any changes thereto be made available to recipients under a license that permits the Documentation to be copied, modified, or redistributed for free. BoeingBoeing

3. FEES AND PAYMENTS.

3.1 License Fees. In consideration for the licenses granted to Licensee hereunder and the performance of Boeing's obligations

hereunder, Licensee shall pay to Boeing or its authorized reseller, without offset or deduction, certain fees, in such amounts as may be determined by reference to the formula set forth on the Cover Page, which fees shall be due and payable to Boeing or its authorized reseller in accordance with FAR 52.212-4.

3.2 Other Fees and Required Payments. In addition to the fees payable under Section 3.1, Licensee may be required to make certain additional payments under the terms of any addenda to this Agreement. Unless otherwise expressly provided in such addenda as listed on the Cover Page hereto, such payments shall be Boeing in accordance with FAR 52.212-4.

3.3 Licensee Operating Expenses. As between the Parties, Licensee shall bear all expenses incurred in performance of its obligations or exercise of its rights hereunder.

3.4 Taxes. All amounts payable hereunder shall include all applicable sales, use and other taxes in accordance with FAR 52.212-4.

3.5 Late Payments; Interest. Any portion of any fee or other amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

3.6 Auditing Rights and Required Records. If any amounts payable under this Agreement (including under any Addendum) are not based upon a fixed sum ascertainable as of the Effective Date (or the effective date of the applicable Addendum), Licensee agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Boeing may request, at its own expense, upon reasonable prior notice and in accordance with the Licensee's security requirements, periodically (not to exceed once every 12 months) to inspect and audit the records of Licensee with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Licensee has underpaid Boeing with respect to any amounts due and payable during the period to which such inspection and audit relate, Boeing shall promptly invoice such amounts as are necessary to rectify such underpayment., Boeing

4. CONFIDENTIALITY RIGHTS AND OBLIGATIONS.

4.1 Ownership of Confidential Information. The Licensee acknowledges that during the performance of this Agreement, the Licensee will have access to Boeing's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to Boeing or such third party, as applicable, and shall remain the sole property of the Boeing or such third party.

4.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy, pursuant to Section 7.4, all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, the Licensee may discuss and disclose confidential information to the U.S. Government provided such written confidential information continues to bear the same legend affixed by the disclosing party, whether provided to the U.S. Government in its original form or some other format.

4.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 4.1 and 4.2 shall not apply to

Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; (vi) is approved for release or disclosure by the disclosing Party without restriction; or otherwise required by law. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (A) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party, in accordance with any Federal regulations and made a reasonable effort to obtain a protective order, if so required; or (B) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5. WARRANTIES; DISCLAIMERS.

5.1 Representations and Warranties. Licensee hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; and (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of Licensee and will be enforceable against Licensee in accordance with its terms.

5.2 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOEING DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT AND/OR QUIET ENJOYMENT, AND THE BOEING SOFTWARE IS PROVIDED "AS IS". NO WARRANTY IS MADE BY BOEING ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. BOEING DOES NOT WARRANT THAT THE BOEING SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE BOEING SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. LICENSEE ACKNOWLEDGES THAT BOEING'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF LICENSEE ONLY. Except for remedies expressly provided in this Agreement, Boeing shall not be liable for loss or damage to property of the Government in accordance with FAR 52.246-23 and 52.246-24.

5.3 Exclusions of Remedies; Limitation of Liability. IN NO EVENT SHALL BOEING BE LIABLE TO LICENSEE FOR:

- a) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING OR ITS SUPPLIERS;
- b) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY OF LICENSEE, ITS CUSTOMERS, OR ANY OTHER PROPERTY OR EQUIPMENT NOT OWNED BY BOEING;
- c) ANY OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING, OR OTHERWISE, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY

SOURCE, EVEN IF BOEING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

IF THIS DISCLAIMER SHOULD BE OVERRIDDEN BY LAW FOR ANY REASON WHATSOEVER, CUMULATIVE LIABILITY OF BOEING TO LICENSEE FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO BOEING BY LICENSEE UNDER SECTION 3.1 DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY, EXCLUDING ANY REPROCUREMENT COSTS. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

5.4 Essential Basis. The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 5 form an essential basis of this Agreement, and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

6. INDEMNIFICATION.

6.1 Boeing shall indemnify, defend and hold Licensee and Licensee's customers harmless from and against damages, losses, liabilities and expenses (including reasonable attorneys' fees) resulting from claims, causes of action, lawsuits or other proceedings, to the extent caused by Boeing's (or any of Boeing's Subcontractors, suppliers, employees, agents or representatives): (i) damage to Licensee's property caused by Boeing's willful misconduct or gross negligence while acting on Licensee's premises, (ii) fraud, if finally and conclusively determined by a court of ultimate jurisdiction; (iii) infringement by the Boeing Software or modified Boeing Software, as provided by Boeing, of any United States patent, copyright, trade secret or any other proprietary right of any third party, subject to the limitations and restrictions contained herein Section 6.

6.2 Boeing's obligations under this paragraph shall not apply unless Boeing has been informed as soon as practicable by Licensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to control the defense thereof to the extent permissible under 28 U.S.C. 516.

6.3 Notwithstanding the foregoing paragraph or any other provision herein, when this order is performed under the Authorization and Consent of the U.S. Government, or other permission or direction, to infringe U.S. Patents, Boeing's liability for infringement of such Patents in such performance shall be limited to the extent of the such Authorization and Consent, or other direction by the Government or Licensee.

6.4 Without limiting the generality of the foregoing, such indemnity under this Section 6 shall not apply if the infringement arises from, or is related to: (1) unauthorized use of data sources, web sites, or any other information or content integrated or otherwise made available with the Boeing Software system provided or serviced by Boeing; (2) written instructions of the Licensee or Licensee's customer, whether expressly incorporated in the relevant SOW or

otherwise, directing the incorporation or inclusion of certain data sources into the Boeing Software or Services provided that may implicate the copyright, patent, trademark, or other Intellectual Property rights of any another entity, or a change in the Boeing Software or Services provided herein, or directing a manner of performance of the Program not normally used by Boeing; or (3) the addition to, or change in, the supplies furnished, which addition or change was made by a party other than Boeing subsequent to delivery or performance by Boeing; or (4) Licensee's or the Licensee's Customers' use of the Boeing Software supplied under the Program in a system patented by a person or persons other than Boeing; or (5) if the a settlement of the infringement claim without the consent of Boeing, unless required by final decree of a court of competent jurisdiction. Boeing makes no other representation, guarantee, or warranty as to the scope or validity of any Boeing Software or licensed materials supplied under this Agreement as to any rights, information, products, and/or services granted or provided under this agreement or as to any intellectual property rights herein, or that Licensee or Licensee's use thereof shall be free from infringement of any intellectual property rights held by third parties. Boeing shall incur no obligation or liability for bringing or prosecuting actions against third parties for any alleged infringement of intellectual property rights coming within the scope of this Agreement, or for defending Licensee or Licensee's customer against the same.

6.5 Subject to the aforementioned conditions in this Section 6, if the use or sale of a product is enjoined as a result of an infringement suit under this Section 6, Boeing, at no expense to Licensee, shall obtain for Licensee and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Licensee and extend the Section 6 indemnity provisions thereto.

7. TERM AND TERMINATION.

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect for the period specified as the "Terms of Agreement" identified on the cover page to which these Evaluation License Terms and Conditions are attached unless and until terminated in accordance with this Section 7 (the period during which this Agreement remains in effect, the "**Term**").

7.2 Termination for Breach. Boeing retains and reserves all rights available to it under applicable law and regulation to address a material breach by Licensee. **Effect of Termination.** Upon any termination of this Agreement, Licensee (i) shall immediately discontinue all use of the Boeing Software and Documentation, as well as any use of Boeing's Confidential Information; (ii) shall delete any Boeing Confidential Information from Licensee's computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to Boeing or, at Boeing's option, destroy, all copies of Boeing's Confidential Information then in Licensee's possession; and (iv) shall promptly pay to Boeing all amounts due and remaining payable hereunder.

7.4 Survival. The provisions of Sections 2.5, 2.6, 2.8, 4, 5, 6, 7.3, 7.4 and 8 will survive the termination or expiration of this Agreement.

8. GENERAL PROVISIONS.

8.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, namely the licensing of the software and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein. No terms or provisions or any purchase order

or similar document provided by or on behalf of Licensee shall be binding on Boeing

8.2 Independent Contractors. In making and performing this Agreement, Licensee and Boeing act and shall act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

8.3 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Licensee, as set forth on the Cover Page, or if to Boeing, as follows:

If to Boeing:

Boeing
11720 Sunrise Valley Dr, Suite 320
Reston, VA 20191
Attention: George M. Bell II

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

8.4 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by the Party against whom enforcement of such amendment or modification is sought.

8.5 Assignment; Delegation. Licensee shall not assign any of its rights or delegate any of its duties hereunder without the prior written consent of the Boeing, and, absent such consent, any attempted assignment or delegation shall be null, void and of no effect.

8.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

8.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

8.8 Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

8.9 Force Majeure. Except with respect to payment obligations under this Agreement, if a Party is prevented or delayed in

performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay shall not be deemed to constitute a material breach of this Agreement, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

8.10 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. . Each of the components that constitute the Boeing Software and Documentation is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Boeing Software with only those rights set forth herein.

8.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

8.12 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

8.14 Non-publicity. Unless otherwise agreed, Boeing will not, without the Licensee's written consent, either (a) make any news release, public announcement, denial or confirmation of this Agreement or its subject matter, or (b) in any manner advertise or publish in fact of this Agreement.

[END OF SOFTWARE LICENSE TERMS AND CONDITIONS]

The Boeing Company Solutions Made Simple Program MAINTENANCE AND SUPPORT SERVICES ADDENDUM

This Maintenance and Support Services Addendum (the "**Addendum**") is an addendum to, and is hereby incorporated into, the Twister Software License Agreement, dated [REDACTED], between The Boeing Company ("Company") and the Licensee identified below, including the Enterprise Software License Terms and Conditions and other addenda incorporated therein (collectively, the "**Agreement**").

1. ADDITIONAL DEFINITIONS. Certain capitalized terms, not otherwise defined in this Addendum, will have the meanings set forth or cross-referenced in the Twister License Terms and Conditions.

1.1 "Software Error" will mean any material nonconformity of the Company Software with the Documentation.

1.2 "Software Update" will mean any version of the Company Software, developed subsequent to the Effective Date, which implements minor improvements or augmentations, or which corrects failures of the Company Software materially to conform to the then-current Documentation.

1.3 "Software Upgrade" will mean any version of the Company Software, developed subsequent to the Effective Date, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the Company Software, but which does not constitute merely a Software Update, and which is not marketed by Company as a separate product and/or service.

1.4 "Technical Support" means the provision of responses by qualified Company personnel to questions from Eligible Licensee Personnel related to use and operation of the Company Software, including basic instruction or assistance related to functional errors in the Company Software.

2. TECHNOLOGY MAINTENANCE

Company agrees to furnish the Licensee and the Licensee agrees to accept from Company, maintenance services with respect to the software listed in Addendum Exhibit A attached hereto ("software") in accordance with the terms and conditions herein contained for the amount of the Total Charge.

2.1 Error Corrections. Company will use commercially reasonable efforts to adapt, re-configure or re-program the Company Software, as applicable, in order to correct in a timely fashion any Software Errors reported to Company by Eligible Licensee Personnel following purchase, installation, and use of Software by the Licensee, as defined below, provided that if Company determines in good faith that any such Software Error is the result of errors or misstatements in the Documentation attributable to the Company, Company may correct such non-conformity solely by amending the Documentation, as necessary, and at no additional cost to the Licensee; and further provided that any failure or inability by Company to correct any such Software Error, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of Company's obligations hereunder.

2.2 Procedural Workarounds. In the event that Company fails or is unable to correct any Software Error, as required by this Addendum, Company will use commercially reasonable efforts to develop in a timely fashion procedures or routines, for use by end users of the Company Software, which, when employed in the regular operation of the Company Software, will avoid or substantially diminish the practical adverse effects of the relevant Software Error, at no additional cost to the Licensee; provided that any failure or inability by Company to develop any such procedure or routine, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of Company's obligations hereunder..

2.3 Software Updates. From time to time Company may, in its discretion, develop Software Updates and/or Software Upgrades. In general, Software Upgrades will be denoted by a major revision number (e.g. version 2) and Software Updates will be denoted by a minor version number (e.g. version 2.1). Company will, during the Term of this Addendum, make such Software Updates available to Licensee, provided that Licensee has paid all fees as agreed upon and approved by the Government under the applicable GSA

contract (including fees payable under this Addendum). Any such Software Updates provided hereunder will be deemed to constitute part of the Company Software and will be subject to all the terms and provisions hereof, including, without limitation, terms and provisions related to licenses, usage restrictions and ownership of such Company Software.

3. TECHNICAL SUPPORT. Subject to Licensee's payment of support fees as required in Section 4 of this Addendum, Licensee will be permitted to designate in writing to Company up to two (2) Licensee personnel for purposes of obtaining Technical Support from Company ("**Eligible Licensee Personnel**") in conjunction with the Company Software and the Equipment. The maintenance services provided by Company under this Agreement are provided as detailed in the Contracted Maintenance and Support Services schedule attached hereto as Addendum Exhibit B (respectively, the "Maintenance and Support Details"). Company will provide Technical Support to such Eligible Licensee Personnel subject to the conditions regarding availability with respect to each such form of access as set forth in Addendum Exhibit B.

4. FEES. 4.1 Maintenance Service Agreement fees shall be calculated from the current list price as set forth in Addendum Exhibit C, which are provided for informational purposes and shall not affect pre-negotiated pricing on any multiple award schedule contract.

4.2. The Total Charge for the software maintenance as described in SIN 132-33 (Software Maintenance as a Product) and/or in SIN 132-34 (Software Maintenance as a Service) (Please see Pages 11-13 in GSA IT70 Solicitation, Refresh 30), which is being purchased under this Agreement is due and payable annually in advance (if software maintenance as a product under SIN 132-32), without offset or deduction, on the first day of the quarter in which the Contracted Services are to be provided in consideration for the performance of Company's obligations under this Addendum. Renewals are not automatic.

4.3 For any product or services which are not included in the fixed price of the Maintenance and Support, Licensee shall submit a request to Company or Company's reseller for purchase. Changes shall be governed by FAR 52.243-1 and/or FAR 52.243.3, whichever is applicable. Company will not make delivery or commence performance until an agreement for modification or a separate contract is reached. 4.4 Subject to Section 6 herein, charges for service performed on Company Software or the Equipment which is not covered by this Agreement, including service which is excluded by virtue of Section 6 hereof, shall be at the then prevailing Company labor and materials service rates and shall not be covered under this Agreement (refer to Addendum Exhibit D, "Additional Charges").

4.5 Additional Charges shall be due and payable in accordance with FAR 52.212-4. 4.6 All amounts payable hereunder shall include all applicable sales, use and other taxes in accordance with FAR 52.212-4.

4.7 Payment shall be made in US Dollars and in accordance with FAR 52.212-4..

4.8 Accrued payment obligations shall survive termination of this Addendum.

5. TERM. This Addendum shall become effective (i) upon the purchase of a Twister license and execution of the Twister End User License Agreement; (ii) when executed by authorized representatives of both Parties; or (iii) the Effective Date of the Agreement, whichever later occurs (the "**Addendum Effective Date**"), and shall continue in effect for a period of one (1) year, unless earlier terminated. Thereafter, the Addendum will renew at the option of Licensee for a successive one (1)-year period. If Licensee elects not to renew the Addendum, any assistance required by Licensee will be covered by then applicable out-of-contract labor rates.

6. EXCLUSIONS. Company shall not be liable for delay in performance hereunder if such delay or failure is caused by unavailability of information and material or computer time to be furnished by Licensee. The Contracted Services under this Agreement do not include operating supplies or any of the following:

6.1 Services performed at any time to resolve a problem known or proven to be outside of the Equipment.

6.2 Services performed outside the Contracted Service Hours.

6.3 Performing specification changes sponsored by the Licensee or services required to correct malfunctions where the operating environment is different from that in which the Equipment was originally accepted.

6.4 Installation, relocation, removal, modification, re-configuration or substitution of Equipment or accessories, attachments or other devices.

6.5 Labor, parts and repairs necessary to put the Equipment into good operating condition when it was not under a Company maintenance service agreement immediately prior to this Agreement.

6.6 Repairs or services made necessary by error, neglect, misuse, abuse or negligent acts, including failure by the Licensee to follow Company installation, operation, or maintenance instructions and specifications, and by causes not reasonably under the control of Company.

6.7 Services which would be impractical for Company to render because of modifications to the equipment made by the Licensee or by others other than Company.

6.8 Maintenance required to repair damages, malfunctions or failures caused by attachment or failure of non-Company equipment or software not maintained by Company.

6.9 Services to software where the system does not conform to the update level necessary to support the Software or has been modified, other than by Company personnel, so as not to conform to the specifications for which the software was designed.

6.10 Services to Software where the Licensee is using the Software or any software in violation of its respective licenses.

6.11 Services to Software where system software (i.e. operating system, system utilities and libraries, drivers, etc.) is not supported and approved by Company.

6.12 Company shall not be liable for delay in performance hereunder if such delay or failure is caused by labor disputes, strikes, war, acts or enemies, riots, insurrection, civil commotion, federal, state, or municipal action, statute, ordinance or regulation, fire, flood, accident, storm or any act of God, failure of supplies, or any other cause, contingency or circumstances not subject to the control of Company.

6.13 Any other services not listed in this Agreement.

Company neither guarantees nor implies the availability of service outside the Contracted Service Hours nor the availability of service other than the Contracted Services as defined herein, however Company will, at its own discretion, use commercially reasonable

efforts to supply such service, subject to payment by Licensee of a charge additional to the Total Charge, at Company's then prevailing labor and materials service rates.

7. LICENSEE RESPONSIBILITIES.

7.1 To initiate a request for Service, the Licensee's Eligible Licensee Personnel will contact and notify Company about the Software Error.

7.2 Licensee shall provide adequate working space and facilities including light, heat, ventilation, electrical current and outlets, and the like, for use by Company maintenance personnel and adequate storage space for any necessary spare parts. All such facilities shall be reasonably close to the Equipment to be serviced and shall be provided at no extra charge to Company.

7.3 Licensee shall provide Company, at no charge, access to and use of any machines, attachments, features, communication facilities or other Equipment and material normally at Licensee's site which, in the opinion of Company personnel, are necessary to facilitate the performance of the Contracted Services.

7.4 Licensee shall provide Company access to the software to perform the Contracted Services during the Contracted Service Hours in accordance with Licensee's standard security requirements, which shall be provided or identified to Company with sufficient notice. 7.5 Licensee will undertake the specific responsibilities placed on it in the Service Schedule (Addendum Exhibit B) including without limitation preparation of all required government forms necessary to establish security protocols (including without limitation DD Form 254 or any analogous form) and otherwise in accordance with Licensee's standard security requirements, which shall be provided or identified to Company with sufficient notice.

7.6 Licensee agrees that the software will be operated only by personnel who have been properly trained by Company, in accordance with the instructions given by Company in the applicable documentation, including without limitation any installation, maintenance and training manuals. Licensee shall not perform, attempt to perform, or cause others to perform, maintenance or repair to the software except with prior written approval of Company.

8. WARRANTY AND LIMITATION OF LIABILITY.

8.1 Warranty. Company's obligations hereunder are provided in lieu of all warranties, whether express or implied, and Company hereby expressly disclaims any warranty including the warranties of non-infringement, merchantability and fitness for particular purpose.

1.1 8.2 IN ADDITION TO AND SUPPLEMENTAL OF THE LIMITATIONS OF LIABILITY CONTAINED IN THE OTHER PORTIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE TWISTER END USER LICENSE AGREEMENT TERMS AND CONDITIONS AND OTHER ADDENDA INCORPORATED THEREIN, COMPANY SHALL UNDER NO CIRCUMSTANCES BE HELD LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM FAILURE TO PROVIDE MAINTENANCE OF THE SOFTWARE COVERED BY THIS AGREEMENT OR FROM DEFECTS OR DEFICIENCIES IN ANY MAINTENANCE PARTS OR MATERIALS SUPPLIED. FURTHER, COMPANY WILL NOT BE LIABLE (A) FOR PERSONAL INJURY OR PROPERTY DAMAGE EXCEPT FOR PROVEN DIRECT DAMAGES FOR PERSONAL INJURY OR TO TANGIBLE PERSONAL PROPERTY OF LICENSEE WHILE ON LICENSEE'S PREMISES, TO THE EXTENT CAUSED BY ITS NEGLIGENCE, (B) FOR LOSS OR IMPACT ON DATA STORED ON MAGNETIC MEDIA OR IN ELECTRONIC MEMORIES, (C) FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, LOST SAVINGS OR REVENUES, IRRESPECTIVE OF LEGAL THEORY, OR (D) FOR ANY DAMAGES (REGARDLESS OF THEIR NATURE) CAUSED IN WHOLE OR IN PART BY THE LICENSEE'S FAILURE TO

FULFILL OR OBSERVE ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. EXCEPT FOR REMEDIES EXPRESSLY PROVIDED IN THIS AGREEMENT, BOEING SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO PROPERTY OF THE GOVERNMENT IN ACCORDANCE WITH FAR 52.246-25.

9. MISCELLANEOUS.

9.1 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT,

9.2 Each of the Components that constitute the Boeing Software and Documentation is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Boeing Software with only those rights set forth in the Software End-User License Agreement.

9.3 Each party warrants that it has not relied upon nor been induced to enter into this Agreement by any representation not recorded in it.

9.4 Clause headings are for convenience only and will not affect the construction or interpretation of this Agreement.

9.5 The relationship between Company and Licensee is that of independent contractors. Neither party shall be construed to be an

agent of the other, and neither party has any authority to bind the other party or make any contract expressly or implicitly in the name of the other party without that party's prior written consent.

9.6 No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred upon it in this Agreement will operate as a waiver of such power or right.

9.7 Company may subcontract any or all of the work to be performed under this Agreement, but will retain responsibility for the work subcontracted. Otherwise, this Agreement is not assignable or transferable by either party without the prior written consent of the other party.

9.8 In the event that any of these terms and conditions or any part of any term or condition is judged illegal or unenforceable for any reason, the continuation in force of the remainder of these terms and conditions will not be prejudiced.

9.9 Any notice given by either party under this Agreement must be in writing and must be served in person or sent by certified delivery, or another form of delivery with proof of delivery to the other party. Notices will be sent to the addresses listed below, or to any other address provided in accordance with this Section 9.8 for the purpose of receiving notices after the date of the Agreement.

9.10 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof namely, the maintenance and support services terms. It may be amended only by agreement in writing signed by authorized representatives of both parties on or after the date of this Agreement.

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

BUYER: _____

THE BOEING COMPANY:

By (Signature): _____

By (Signature): _____

Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____