

**Software License Agreement  
between  
United Space Alliance, LLC (Licensee)  
and  
\_\_\_\_\_ (Licensor)**

Purchase Order #: \_\_\_\_\_

In the event of a conflict between the terms and conditions of this Form and the Software License Agreement to which this Form is attached, the terms and conditions of this Form shall prevail.

Notwithstanding anything to the contrary in the Software License Agreement to which this Form is attached, this Agreement is amended as follows:

**1. Proprietary Information**

- a. If applicable, LICENSEE agrees to keep in confidence and prevent the disclosure outside its organization, except as otherwise provided herein, all written or stored information, and only such information, which is designated by a legend to be of a proprietary (or limited or restricted rights) nature and received from LICENSOR under this Agreement. Such a legend shall not impose any obligation inconsistent with this Agreement.
- b. Restrictions on disclosure, if applicable, shall not apply to such information which:
  - (1) Is in the public domain, or in the possession of LICENSEE and not subject to restriction by LICENSOR, at the time of receipt under this Agreement; or
  - (2) Becomes generally known or available through no act or failure to act of LICENSEE; or is required to be disclosed by court order; or
  - (3) Is disclosed after five (5) years from the date of this Agreement; or
  - (4) Is independently developed by LICENSEE, by persons not having access to such information from LICENSOR; or
  - (5) Is lawfully received by LICENSEE from a source other than LICENSOR; or
  - (6) Is made available by LICENSOR to a third party on an unrestricted, non-confidential basis.
- c. LICENSEE shall exercise the same reasonable degree of care toward such information as LICENSEE exercises toward its own proprietary information.

**2. Copying and Forming Updated Works**

- a. The Licensed Software may be copied for LICENSEE's internal use in testing and evaluating it or for back-up or archiving. LICENSEE agrees to reproduce any of LICENSOR's copyright notices and proprietary legends thereon, including, if possible, any in machine readable form.
- b. LICENSEE may merge the Licensed Software with any other program to form an updated work in accordance with information from LICENSOR.

**3. Modification and Derivative Programs**

(Section 3. may be deleted by signature of LICENSEE's Buyer, upon determination that the user of the Licensed Software will have no need to modify it or otherwise create a Derivative Program.

Signature: \_\_\_\_\_)

- a. A Derivative Program is software developed from the Licensed Software and embodying or including any of the Licensed Software. LICENSEE may use or modify the Licensed Software to develop Derivative Programs, which shall be subject to the terms of this Agreement.
- b. Where a Derivative Program includes modifications attributable to proprietary information of LICENSEE or a third party, LICENSOR shall have no rights in or to the modifications.

**4. Generated Programs**

A Generated Program is software generated through use of the Licensed Software but which does not include or embody any part of the Licensed Software, e.g., a compiled program. LICENSEE has no obligation to LICENSOR relative to a Generated Program.

**5. Transfer of Embedded or Essential Software**

(Section 5a. may be deleted by signature of LICENSEE's Buyer, if a separate software distribution license is used, or if the software will not be embedded in the equipment).

Signature: \_\_\_\_\_)

- a. LICENSEE may embed the Licensed Software or a Derivative Program in equipment and may, incident to the sale or transfer of the equipment, convey to its customer, and to subsequent transferees of the equipment, a license to use the Licensed Software or Derivative Program in the equipment, subject to the applicable terms of this Agreement.

- b. If the Licensed Software is acquired in association with an item of equipment and is essential to its intended operation, LICENSEE may transfer its rights and responsibilities under this Agreement, incident to a sale or transfer of the equipment.

## **6. Transfer of Business Organization**

- a. In the sale or transfer of one of its businesses, or the assets thereof, LICENSEE may transfer its rights and responsibilities under this Agreement.
- b. This Agreement may be assigned and the Licensed Software may be transferred to the NASA, Johnson Space Center, or to a successor in LICENSEE's NASA contract role, upon termination, cancellation, or expiration of LICENSEE's Prime Contract with NASA or by the direction of NASA, upon written notice to the LICENSOR and provided that LICENSEE is not in breach of any terms of this Agreement. LICENSEE is responsible for the conduct of its obligations under this Agreement only for the period preceding any such assignment and transfer in accordance with the stated conditions. An assignee, as a licensee, may subsequently assign upon the conditions stated herein.

## **7. U. S. Government Contracts**

Notwithstanding the absence of an applicable U. S. Government Prime Contract or subcontract number designation on the faceplate of LICENSEE's applicable purchase order which may incorporate by reference this Agreement, the following shall apply to the Licensed Software:

- a. The Licensed Software may be furnished by LICENSEE to the U.S. Government under a Government contract, or subcontract thereunder, which includes the clause FAR 52.227-14, Alternate III; FAR 52.227-19, NASA FAR Supplement 18-52.227-86, or other similar applicable clause, provided that it is furnished subject to "restricted rights" and the other provisions of the clause. LICENSOR will be responsible for (a) marking the Licensed Software and related proprietary information with legends appropriate for preserving LICENSOR's rights in them, and (b) establishing the validity of such marking if required by an applicable clause, such as FAR 52.227-14(e) and FAR 52.227-14(f).
- b. In accordance with clauses FAR 52.227-14, Alternate III, FAR 52.227-19 and NASA FAR Supplement 18-52.227-86, LICENSEE may, on behalf of the Government as required by LICENSEE's NASA contract or subcontract responsibilities, disclose the Licensed Software to Government support service contractors and their subcontractors for use subject to the same restrictions under which the Government is acquiring the Licensed Software.

## **8. Warranty**

LICENSOR WARRANTS THAT IT HAS THE RIGHT TO GRANT THIS LICENSE AND TRANSFER THE INFORMATION HEREUNDER; THAT THE COPY OF THE LICENSED SOFTWARE DELIVERED UNDER THIS AGREEMENT WILL BE A TRUE COPY OF LICENSOR'S STANDARD VERSION OF THE LICENSED SOFTWARE MOST RECENTLY RELEASED BY LICENSOR AS OF THE DATE OF THIS AGREEMENT; THAT THE COPY WILL CONFORM REASONABLY TO THE SPECIFICATIONS IN THE DOCUMENTATION DELIVERED AT THE TIME OF DELIVERY AND FOR ONE (1) YEAR THEREAFTER; THAT THE LICENSED SOFTWARE CONTAINS NO TIME-ACTIVATED CONTROLS FOR DISABLING ITS OPERATION OTHER THAN ANY SPECIFIED IN THIS AGREEMENT; AND THAT THE LICENSED SOFTWARE DOES NOT CONTAIN ANY FEATURES, CHARACTERISTICS OR DEFECTS WHICH HAVE THE CAPABILITY OF PROPAGATING IN OTHER SOFTWARE OR DATA, AND DAMAGING OR OTHERWISE IMPAIRING THE UTILITY OF SUCH OTHER SOFTWARE OR DATA OR ANY OTHER PROPERTY IN CONNECTION WITH WHICH THE LICENSED SOFTWARE MIGHT REASONABLY BE EXPECTED OR INTENDED TO BE USED.

## **9. Patent and Copyright Indemnity**

LICENSOR agrees to defend at its expense any suits against LICENSEE based on a claim that the Licensed Software infringes a U.S. patent or copyright, and to pay costs and damages finally awarded in any such suit, provided that LICENSOR is notified with reasonable promptness of the suit and at LICENSOR's request is given control of the suit and all reasonable assistance for its defense.

## **10. Source Code Availability**

- a. In the event that LICENSOR is liquidated, dissolved, ceases to carry on business on a regular basis, ceases to maintain the Licensed Software, or if a successor or assignee of LICENSOR does not assume the obligations of LICENSOR, a copy of the source code program statements and documentation of the Licensed Software (collectively referred to as "Source Code") will be made available to LICENSEE.
- b. In any such event, LICENSEE will become licensed to use the Source Code solely for its internal support of the Licensed Software. LICENSEE will be obligated not to disclose the Source Code to any person or entity not directly involved in such internal support.

## **11. Multiple Access**

Multiple users of LICENSEE may simultaneously access the Licensed Software; however, if this Agreement otherwise provides that there be only one user per licensed copy, then LICENSEE agrees to limit the number of simultaneous users of the Licensed Software to the total number of copies it has licensed (excluding any back-up or archive copies).

**12. Alterations**

(\_\_\_) Check if NONE, otherwise list below:

**13. Authorized Users**

For purposes of this Agreement, Licensor agrees that the license(s) granted herein to use, display or copy as may be permitted ("use") the Licensed Software shall also include disclosure to and use of the Licensed Software by Licensee's Authorized Users subject to comparable terms and conditions as those contained herein as may be applicable for such use. "Authorized Users" herein shall include: (a) Licensee's employees; (b) Licensee's consultants; (c) other third parties under Licensee's direction, supervision, management or control; and when applicable, (4) the U.S. Government (including the National Aeronautics and Space Administration, hereinafter "the NASA") and its: (i) service contractors; and (ii) Prime Contractors and their supporting service subcontractors.