



(b) LICENSOR shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, including without limitation the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598.

(a) Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE a fully paid-up, worldwide, nonexclusive perpetual license to:

(i) use the Software and have it used on LICENSEE'S behalf

(ii) reproduce, distribute, modify, enhance and create Derivative Works of the Software and combine the Software with, or merge the Software into, other programs. Those portions of such enhancements or Derivative Works developed by LICENSEE shall be owned by LICENSEE; and

(iii) perform security testing of the Software, including reverse engineering or decompiling the Software, solely for the purpose of good faith testing for security flaws or vulnerabilities of the Software.

(b) LICENSEE shall have the right to make additional copies of the Software and Documentation to be used only for purposes of backup, archival storage, test, disaster recovery, development, training, and for other non-production purposes. All such copies shall bear any proprietary notice, which may appear on the Software copy furnished by LICENSOR.

(c) LICENSEE shall have the right to move the Software to a machine owned, leased, controlled, or operated by LICENSEE. LICENSOR acknowledges that during the move the Software may run temporarily on both machines.

(d) Except as otherwise provided in this Agreement, LICENSEE acknowledges that it is acquiring a license only and nothing contained in this license grant shall be construed as granting LICENSEE ownership of the Software.

(a) LICENSEE may assign and transfer at no additional cost all or certain of its licenses and Software, and associated rights and responsibilities under this Agreement:

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the Software, as marked by LICENSOR, to the United States Government directly or through a higher tier contractor. LICENSOR must properly mark the Software in accordance with the appropriate and applicable United States government agency regulations.

(v) To a third party providing outsourcing services to LICENSEE which shall have the right to use the Software for the benefit of LICENSEE;

(vi) To a third party to provide outsourcing services to LICENSEE'S customer in lieu of LICENSEE providing such service;

(b) Transfer and assignment under any of the above is subject to the assignee/transferee assuming all obligations under this Agreement.

(a) LICENSOR will provide, at no additional cost to LICENSEE, maintenance support for first twelve months following initial installation of Software.

(b) Beginning one year after initial installation, LICENSOR shall offer optional maintenance support for the Software. If LICENSEE elects to have LICENSOR provide this maintenance support, the parties shall negotiate the cost for such maintenance.

(c) For purposes of this Agreement, maintenance and support is defined as the provision of new releases, corrections, patches, enhancements, upgrades, updates, and improvements to the Software and related Documentation. Maintenance shall also include reasonable assistance and consultation to assist LICENSEE in resolving problems with the use of the Software, including the verification, diagnosis and correction of errors and defects in the Software.

(b) If LICENSEE's use of the Software is held to constitute infringement or is enjoined, LICENSOR shall at its option and expense (i) procure for LICENSEE the right to continue using the Software, or (ii) replace or modify the same with Software that is non-infringing and provides equivalent functionality acceptable to the LICENSEE.

(c) LICENSOR's obligation to indemnify LICENSEE under this Article shall not apply if the alleged infringement is based upon LICENSEE's unauthorized modification of the Software or the use of the Software in combination with other Software or devices, where such combination caused the infringement and where infringement would not have occurred from LICENSEE'S use of the Software alone.

(a) This Agreement is in lieu of and supersedes any subsequent software license agreements, or other terms and conditions, which may be delivered with the Software; and/or any additional terms and conditions subsequently presented by LICENSOR and accepted by a user through any electronic method.

(b) Additional or different license terms or conditions, electronic or otherwise, proposed by LICENSOR or included in LICENSOR'S acknowledgment that are not accepted in writing by LICENSEE are hereby objected to and deemed rejected and shall have no effect unless accepted in writing by an authorized procurement representative of LICENSEE.

(c) This Agreement can only be amended by written amendment by an authorized procurement representative of LICENSEE and an authorized representative of LICENSOR.

(d) Acceptance of different license terms and conditions, electronic or otherwise, by any person who is not an authorized procurement representative of LICENSEE shall not constitute acceptance by LICENSEE hereunder.

(e) Where this Agreement is incorporated into an Ordering Document, LIC

(a) The Software shall be used exclusively by LICENSEE, its authorized employees, subcontractor personnel, and consultants under contract to LICENSEE, working solely for the benefit of LICENSEE.

(b) Notwithstanding the foregoing, LICENSEE may continue to use the software, without incurring any additional license fee, on behalf of a "Divested Entity" as of the effective date following LICENSEE's divestiture of its ownership interest in such Divested Entity; provided that such use shall only be permitted for the period ending on the earlier of (i) three (3) years from the date of such divestiture, or (ii) the date on which LICENSEE ceases to process transactions for such Divested Entity. In the event that the Divested Entity wishes to use the software for its own purposes beyond the period specified in this section, LICENSOR shall negotiate in good faith a license and fees with the Divested Entity.

(a) LICENSOR warrants that the Software and any maintenance and support provided will not infringe or otherwise violate the intellectual property rights of any third party.

(b) LICENSOR warrants that the Software will conform to LICENSOR's published specifications. In the event of defects in the Software LICENSOR shall correct such defects so that the Software conforms to the LICENSOR's published specifications, and if unable to correct such defects LICENSOR shall refund the license fees paid.

(c) LICENSOR warrants that it has the right to grant the license under this Agreement and that there are no limiting or disabling mechanisms in the Software, which prevent or restrict LICENSEE's use of the Software in accordance with this Agreement.