

The Boeing Company

11250 Waples Mill Road, Suite 330, Fairfax VA 22030

**eXMeritus software HardwareWall®
ENTERPRISE SOFTWARE LICENSE AGREEMENT
COVER PAGE**

The attached documents describe the relationship between Autometric Inc, a wholly owned subsidiary of The Boeing Company (“**Company**”) and the licensee identified below (“**Licensee**”). The documents attached to this cover page will consist of the Enterprise 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 Enterprise Software License Agreement includes this cover page, the attached Enterprise License Terms and Conditions and all Addenda that are attached to such Terms and Conditions and are separately executed by the Parties. This Agreement, including the attached Enterprise License Terms and Conditions, will become effective when this cover page is executed by authorized representatives of both Parties.

LICENSEE INFORMATION:	
Name/Company: _____	Principal Contact Person: _____
email: _____	Phone: _____

	Product	Description	Cost	Quantity	Total
ex		HWW software	\$		\$
	License Renewal Fee		\$	* DUE ANNUALLY	\$

***LICENSE RENEWAL FEES ARE DUE ANNUALLY AND APPLY AT THE START OF YEAR TWO OF USE**

SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND PAYMENT OF THE LICENSE FEES SET FORTH ABOVE, LICENSEE’S RIGHTS, UNDER PARAGRAPH 2 OF THE ATTACHED TERMS AND CONDITIONS, ARE TRANSFERABLE TO THE UNITED STATES GOVERNMENT END USER UNDER PRIME CONTRACT #

ALL FUTURE PURCHASES WILL BE AT PUBLISHED PRICES AT TIME OF PURCHASE

UNCLASSIFIED CONFIGURATION FILES MUST BE PROVIDED BY CUSTOMER AT COMPLETION OF EFFORT

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

LICENSEE: _____	Autometric, INC.: _____
By (Signature): _____	By (Signature): _____
Name (Printed): _____	Name (Printed): _____
Title: _____	Title: _____
Date: _____	Date: _____

eXMeritus Software HardwareWall®

ENTERPRISE LICENSE TERMS AND CONDITIONS

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 computer systems identified on the Cover Page, and, unless otherwise specifically provided on the Cover Page, shall in any case be limited to systems 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 "Cover Page" shall mean the cover page to which these Enterprise License Terms and Conditions are attached.

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

1.5 "Documentation" shall mean Company's standard user manuals and/or related documentation generally made available to licensee's of the Company Software.

1.6 "Term" shall have the meaning set forth in Section 8.1.

2. LICENSE AND USAGE OF SOFTWARE.

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

2.2 Documentation License. Subject to the terms and conditions of this Agreement, Company 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 Company, 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 [any individual employee, agent or contractor of Licensee accessing or using the Company Software solely on behalf and for the benefit of Licensee in the operation of Licensee's business]. Licensee acknowledges and agrees that it shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which, if undertaken by Licensee, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Licensee. Licensee shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this Agreement as applicable to such Authorized User's use of the Company Software, and shall cause Authorized Users to comply with such provisions.

2.4 Delivery of Licensee Copies. As soon as commercially practicable after the Effective Date, Company shall deliver to Licensee one (1) copy of each of the Company 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 Company 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 Company Software and Documentation are digitally stored. Unless otherwise agreed between the Parties in an Addendum to this Agreement or in a separate written agreement, Company shall have no obligation to install or configure the Company Software for or on behalf of Licensee.

2.5 Ownership of Company Software Subject to the rights granted in Sections 2.1 and 2.2, Company retains all right, title and interest in and to the Company 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 Company retains the right to use the Company Software for any purpose in Company's sole discretion, and Company reserves all rights not expressly granted in this Agreement.

2.6 General Usage Restrictions.

(a) Licensee will not use the Company Software or Documentation for any purposes beyond the scope of the licenses granted in this Agreement.

(b) Without limiting the generality of the foregoing, Licensee will not (i) authorize or permit use of the Company Software or Documentation by persons other than Authorized Users; (ii) market or distribute the Company Software or 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 Company 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 Company Software or Documentation, except with the prior written consent of Company; (vi) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Company 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 (vii) make copies of the Company Software or Documentation other than a reasonable number of copies solely for archival purposes.

(c) Licensee shall undertake all measures necessary to ensure that its use of the Company Software and the Documentation complies in all respects with any contractual or other legally binding obligations of Company to any third party, provided that Company has notified Licensee with respect to any such obligations. 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 Company of the Company Software or the Documentation.

(d) Licensee shall undertake all measures necessary to ensure that its use of the Company 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 Company 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 Company makes no representation or warranty that the Company 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.

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

2.7 Compliance Records; Auditing Rights.

(a) Licensee shall create and maintain complete and accurate records of all copies of the Company 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 Company.

(b) Throughout the Term of this Agreement, Company will have the right, at its own expense, upon reasonable prior notice, periodically to inspect and audit Licensee's use of the Company Software and Documentation for purposes of determining

Licensee's compliance with the terms and conditions herein. Licensee agrees to cooperate with Company in the performance of any such audit, and shall provide to Company such access to Licensee's relevant records, data, information, personnel and/or facilities as Company may reasonably request for such limited purposes.

3. FEES AND PAYMENTS.

3.1 License Fees. In consideration for the licenses granted to Licensee hereunder and the performance of Company's obligations hereunder, Licensee shall pay to Company, 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 within thirty (30) calendar days after an invoice is issued by Company with respect thereto.

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, such payments shall be due within thirty (30) calendar days after an invoice is issued by Company with respect thereto.

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 exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Licensee will be responsible for payment of all such taxes (other than taxes based on Company's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of related services. Licensee will make all payments required hereunder to Company free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments hereunder to Company will be Licensee's sole responsibility, and Licensee will, upon Company's request, provide Company with official receipts issued by the appropriate taxing authority, or such other evidence as Company may reasonably request, to establish that such taxes have been paid.

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. Company will have the right, at its own expense, upon reasonable prior notice, periodically 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 Company with respect to any amounts due and payable during the period to which such inspection and audit relate, Licensee shall promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 3.5, and further provided that if the amount of such underpayment equals or exceeds five percent (5%) of the total amounts due and payable by Licensee during such period, Licensee shall reimburse Company for the cost of such inspection and audit. Such inspection and auditing rights shall extend throughout the Term and for a period of two (2) years after the termination of this Agreement.

4. WARRANTIES; DISCLAIMERS.

4.1 Representations and Warranties. Each Party 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 such Party and will be enforceable against such Party in accordance with its terms.

4.2 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY 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 COMPANY SOFTWARE, DOCUMENTATION AND ANY OTHER INFORMATION OR MATERIALS OTHERWISE PROVIDED IS PROVIDED "AS IS" WITH NO OTHER WARRANTY PROVIDED. NO WARRANTY IS MADE BY COMPANY ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. COMPANY DOES NOT WARRANT THAT THE COMPANY SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE COMPANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. LICENSEE ACKNOWLEDGES THAT COMPANY'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF LICENSEE ONLY.

4.3 Exclusions of Remedies; Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO LICENSEE 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 COMPANY 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. THE CUMULATIVE LIABILITY OF COMPANY 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 COMPANY 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. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

4.4 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.

5. INDEMNIFICATION.

5.1 Indemnification of Licensee. Company agrees to indemnify, defend and hold harmless Licensee from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the Company Software infringes or misappropriates, as applicable, such third party's U.S. patent rights issued as of the Effective Date, or such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America, provided that, notwithstanding the foregoing, Company shall have no obligation to indemnify Licensee hereunder if the alleged infringement arises, in whole or in part, due to modification of the Company Software by Licensee, on Licensee's behalf, or upon Licensee's request or direction, or if such alleged infringement arises, in whole or in part, due to combination or integration of the Company Software with hardware, software

and/or technology not supplied by Company hereunder, if such infringement would have been avoided by use of the Company Software absent such combination or integration. If any claim for which indemnity is or may be sought hereunder is made or appears reasonably likely, Licensee agrees (i) promptly to notify Company in writing; (ii) to cooperate with Company, and to allow Company sole authority to control the defense and settlement of such claim; and (iii) to permit Company, at Company's sole discretion, to enable Licensee to continue to use the Company Software, or to modify or replace any such infringing material to make it non-infringing, provided that, if Company determines that none of the foregoing alternatives is reasonably available, Licensee shall, upon written request from Company, cease use of, and, if applicable, return, such materials as are the subject of the relevant infringement claim.

5.2 Indemnification of Company. Licensee agrees to indemnify, hold harmless and, at Company's option, defend Company from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from (i) Licensee's negligence or willful misconduct; (ii) a breach by Licensee of its obligations, representations or warranties hereunder; and (iii) any claim by any third party that the Company Software infringes such third party's intellectual property rights, if such alleged infringement arises, in whole or in part, due to modification of the Company Software by Licensee, on Licensee's behalf, or upon Licensee's request or direction, or if such alleged infringement arises, in whole or in part, due to combination or integration of the Company Software with hardware, software and/or technology not supplied by Company hereunder, if such infringement would have been avoided by use of the Company Software absent such combination or integration, provided that Licensee shall not settle any claim unless such settlement completely and forever releases Company from all liability with respect to such claim or unless Company provides its prior written consent to such settlement, and further provided that Company shall have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

6. TERM AND TERMINATION.

6.1 Term. The term of this Agreement shall commence on the Effective Date and be valid for one (1) year. The term can be extended upon the payment of appropriate renewal fees.

6.2 Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement shall terminate in the event that such cure is not made within such thirty (30)-day period. Company may immediately terminate this Agreement upon written notice in the event that Licensee becomes insolvent or enters bankruptcy prior to payment of all amounts due under Section 3.1.

6.3 Effect of Termination. Upon any termination of this Agreement, Licensee (i) shall immediately discontinue all use of the Company Software and Documentation, as well as any use of Company's Confidential Information; (ii) shall delete any Company 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 Company or, at Company's option, destroy, all copies of Company's Confidential Information then in Licensee's possession; and (iv) shall promptly pay to Company all amounts due and remaining payable hereunder.

6.4 Survival. The provisions of Sections 2.5, 2.6, 4, 5, 6.2, 7.3, 7.4 and 8 will survive the termination of this Agreement.

7. GENERAL PROVISIONS.

7.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof 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 Company.

7.2 Independent Contractors. In making and performing this Agreement, Licensee and Company 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.

7.3 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, or delivered by nationally recognized courier or by hand to the Parties to the Agreement and addressed, if to Licensee, as set forth on the Cover Page, or if to Company, as follows:

If to Company:

Autometric, Inc.
7700 Boston Blvd
Springfield, Virginia 22153-3144
Attention: Senior Contracts Manager

with a copy to:

eXMeritusContracts@phl.boeing.com

or addressed to such other address as that Party may have given by written notice in accordance with this provision. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by nationally recognized courier, any such notice will be considered to have been given upon confirmation of receipt by the receiving Party. If delivered by hand, any such notice will be considered to have been given when received by the Party to whom notice is given, as evidenced by written and dated receipt of the receiving Party.

7.4 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.

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

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, 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, each of the parties hereby irrevocably submits to the exclusive jurisdiction of the state courts located in Fairfax County, Virginia and federal court located in the Eastern District of Virginia, Alexandria Division.

7.11 U.S. Government End-Users. Each of the components that constitute the Company 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 Company Software with only those rights set forth herein.

7.12 Attorney's Fees. If any dispute arises between the Parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute and Company prevails in such a proceeding, Company shall be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

7.13 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.

7.14 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.

[END OF ENTERPRISE LICENSE TERMS AND CONDITIONS]