GOVERNMENT CONTRACTOR SOFTWARE LICENSE AGREEMENT (SITE)

This Agreement is made and entered into this _____ day of _____, 20_____, (the "Effective Date") by and between the MASSACHUSETTS INSTITUTE OF TECHNOLOGY, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and having a principal office at 77 Massachusetts Avenue, Cambridge, Massachusetts 02139 U.S.A. (hereinafter referred to as "M.I.T.") and _____ a corporation duly organized and existing under the laws of _____ and having a principal office at _____(hereinafter referred to as "LICENSEE").

WHEREAS, M.I.T. is the owner of certain PATENT RIGHTS (as defined in appendix A) relating to M.I.T. Case No. 14324L, "Dynamic Distributed Dimensional Data Model (D4M) Database and Computation", by Jeremy Victor Kepner and has the right to grant licenses under said PATENT RIGHTS;

WHEREAS, M.I.T. is also the owner of certain rights, title and interest in the software disclosed in M.I.T. Case No. 15908L, "D4M (Dynamic Distributed Dimensional Data Model)", by Jeremy Victor Kepner, (the "PROGRAM") and has the right to grant licenses thereunder;

WHEREAS, LICENSEE wishes to obtain a nonexclusive and fully paid-up license to use the Program upon the terms and conditions hereinafter set forth;

WHEREAS, M.I.T. intends this Agreement to confer a license for government purposes only, with M.I.T. retaining to its own use all ownership rights in the Patent Rights and Program, including, but not limited to, patent rights, copyrights and licensing rights therein, and further intends that no rights, expressed or implied, for use other than herein set out shall be transferred hereby.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1. LICENSE

1.1 M.I.T. hereby grants to LICENSEE nonexclusive rights to use, reproduce, make derivatives and distribute the Program, and to develop, make, have made, use, sell, offer to sell, lease, and import licensed products and licensed processes in so far as such rights and license are required or tied to the use of the PROGRAM,solely to perform LICENSEE's rights and obligations under the Government Contract listed in Paragraph 1.4 below. LICENSEE shall load the Program only on the computers at the following location:

Location: _____

Site Coordinator:_____

Phone:_____

(hereinafter called "RIGHTS GRANTED").

1.2 The license granted herein shall not be construed to confer any rights upon LICENSEE by implication, estoppel, or otherwise except as specifically set forth herein.

1.3 LICENSEE agrees that the Patent Rights and Program shall not be used as the basis of a commercial software or hardware product and that the same shall not be rewritten in another computer language or otherwise adapted to circumvent the need for obtaining a license from M.I.T. for use of the Program other than as specified by this Agreement.

1.4 LICENSEE shall use the Patent Rights and Program under the following Government Contract:

Government Contract Number:_____ **Completion Date:**_____

Government Agency: _____ _____

1.5 The term of this Agreement shall commence with the Effective Date and terminate upon completion of the Government Contract cited in Paragraph 1.4. Notwithstanding the foregoing, in the event LICENSEE assigns this Agreement as provided in Paragraph 9.5, then the term shall continue until the expiration of the COPYRIGHT.

1.6 M.I.T. reserves the right to inspect LICENSEE's use of the Program for the purpose of verifying LICENSEE's compliance with this Agreement.

1.7 The Program and accompanying materials are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or the Commercial Computer Software Restricted Rights clause at FAR 52.227-19 subdivision (c) (1) and (2), as applicable.

2. LICENSE ISSUE FEE

In consideration of the RIGHTS GRANTED herein, LICENSEE agrees to pay to M.I.T. upon execution of the Agreement the sum of One Thousand Dollars ($1,000) which shall be the sole sum payable by LICENSEE hereunder for RIGHTS GRANTED to the Program. If requested by M.I.T., LICENSEE shall also provide the appropriate blank tapes or disks necessary for reproducing the Program.

3. DELIVERY OF MATERIALS

3.1 Upon execution of the Agreement, and payment by LICENSEE of the License Issue Fee in accordance with Paragraph 2 hereof, M.I.T. shall deliver to LICENSEE one (1) copy of the Program, and accompanying documentation, if any.

3.2 LICENSEE acknowledges that title to the Patent Rights and Program (including copyright) shall remain with M.I.T. and that any copies of the Program or portions thereof made by LICENSEE in accordance with the RIGHTS GRANTED hereunder shall include an M.I.T. copyright notice thereon. The notice shall be affixed to all copies or portions thereof in such manner and location as to give reasonable notice of M.I.T.'s claim of copyright and shall be in the following format: "Copyright 20_ Massachusetts Institute of Technology. All rights reserved." or "© 20_ M.I.T. All Rights Reserved." LICENSEE shall at all times hereafter protect the Program, and all related documentation, if any, from transfer using measures at least as strong as those used by LICENSEE in protecting its own proprietary software.

3.3 LICENSEE accepts the above materials on an "AS IS" basis. Accordingly, M.I.T. shall not be required to load the Program onto LICENSEE's machines, test for proper operation, perform any debugging, make any corrections, provide maintenance, provide any updates, or assist in the understanding or use of the Program. The Program is a research program, and M.I.T. does not represent that it is free of errors or bugs or suitable for any particular tasks.

4. WARRANTIES

LICENSEE AGREES THAT THE RIGHTS GRANTED HEREUNDER ARE MADE AVAILABLE WITHOUT WARRANTY OF ANY KIND EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FURTHER INCLUDING NO WARRANTY AS TO CONFORMITY WITH WHATEVER USER MANUALS OR OTHER LITERATURE MAY BE ISSUED FROM TIME TO TIME. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY M.I.T. THAT THE PRACTICE BY LICENSEE OF THE LICENSE GRANTED HEREUNDER SHALL NOT INFRINGE THE PATENT RIGHTS, COPYRIGHTS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

IN NO EVENT SHALL M.I.T., ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSOCIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER M.I.T. SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

5. LIMITATION OF LIABILITY

LICENSEE shall at all times during the term of this Agreement and thereafter, indemnify, defend and hold harmless M.I.T., its trustees, directors, officers, employees, agents and affiliates, against all claims, proceedings, demands, and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of, connected with, resulting from or sustained as a result of use of the Program by LICENSEE. In no event shall M.I.T. be liable for special, direct, indirect or consequential damages, losses, costs, charges, claims, demands, fees or expenses of any nature or kind.

6. NON-USE OF NAMES

LICENSEE shall not use the Program title or the names or trademarks of the Massachusetts Institute of Technology or Lincoln Laboratory, nor any adaptation thereof, nor the names of any of their employees, in any advertising, promotional or sales literature without prior written consent obtained from M.I.T. in each case, except that LICENSEE shall give appropriate credits in professional journals and publications.

7. TERMINATION

Upon any material breach of this Agreement by LICENSEE, M.I.T. shall have the right to terminate this Agreement by giving thirty (30) days written notice thereof to LICENSEE. Such termination shall become effective unless LICENSEE shall have cured any such breach prior to the expiration of said thirty (30) day period. Upon termination for any reason, LICENSEE shall provide M.I.T. with written assurance that the original and all copies of the Program, including partial copies

in modifications, have been destroyed, except that, upon prior written authorization from M.I.T., LICENSEE may retain a copy for archive purposes.

8. NOTICES

Any notice required or permitted under this Agreement shall be sufficiently made or given on the date of mailing if in writing and sent to such party by registered or certified mail, postage prepaid, addressed to it at its address below, or as it shall designate by written notice given to the other party:

In the case of M.I.T.:   In the case of LICENSEE:

Massachusetts Institute of Technology
Technology Licensing Office, Rm NE25-230   _____
Five Cambridge Center, Kendall Square   _____
Cambridge, MA 02142-1493   _____
Attention: Director, Software Licensing   _____
Telephone: 617-253-6966   Attention: _____
Fax: 617 258-6790   Telephone: _____
                                              Facsimile: _____

9. MISCELLANEOUS

9.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the internal laws of the Commonwealth of Massachusetts, U.S.A.

9.2 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto. This Agreement supersedes any and all provisions on the face and reverse side of any Purchase Order or any attachment thereto inconsistent with or additional to the provisions hereof.

9.3 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

9.4 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

9.5 Assignment of this Agreement is prohibited except that LICENSEE may assign this Agreement solely to the Government Agency named in Paragraph 1.4 under Government Contract Number _____ at the following location:

Location: _____

Site Coordinator:_____

Phone:_____

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After such assignment, any further assignment is prohibited and shall be null and void.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year set forth below.

MASSACHUSETTS INSTITUTE
OF TECHNOLOGY

LICENSEE

By:_____   By:_____

Title:_____   Title:_____

Date:_____   Date:_____

APPENDIX A

List of Patent Applications and Patents

I.   United States Patents and Applications

M.I.T. Case No. 14324L

United States of America Serial No. 13/009100, Filed January 19, 2011
"Dynamic Distributed Dimensional Data Model (D4m) Database And Computation"

by Jeremy Victor. Kepner

II.   International (non-U.S.) Patents and Applications