SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between Gleason Research Associates, Inc. ("GRA"), an Alabama corporation having its principal office at 5030 Bradford Drive, Building One, Suite 100, Huntsville, Alabama 35805 and the undersigned Ordering Activity under GSA Schedule contracts ("Licensee" or "Ordering Activity")

and is effective as _____ ("Effective Date").

Whereas, GRA owns and holds rights to certain software which it desires to license to Licensee; and

Whereas, Licensee desires to license such software from GRA upon the terms and conditions set forth herein.

Now, therefore, in consideration of the representations and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRA and Licensee hereby covenant and agree as follows:

1. **Definitions.**

    1.1   The term "Abnormal Use" means any use of the Software in disregard of (i) any known adverse consequences, (ii) warning messages, and (iii) other written instructions, including without limitation the failure to create appropriate backups.

    1.2   The term "Affiliate" means any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and "controlled by" and "under common control with" have correlative meanings.

    1.3   The term "Maintenance Releases" means modifications, improvements, replacements, enhancements, additions, corrections, upgrades, updates, workarounds, support releases, patches, customizations, and/or changes to the Software made by GRA or third parties, and provided to Licensee hereunder.

    1.4   The term "Defect" means a material failure of the Software to operate substantially in accordance with the applicable Documentation.

    1.5   The term "Documentation" means the user and systems manuals/reference guides for the Software, including all replacements, updates, additions and changes to such written materials from time to time made by GRA and delivered to Licensee pursuant to this Agreement.

    1.6   The term "License" is defined in Section 2.1.

    1.7   The term "Named User" means anyone whom Licensee has authorized to use the Software (i.e., a specific user name on the server containing the Software).

    1.8   The term "Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

1.9   The term "Software" means (i) the GRA software listed on Schedule A, and licensed to Licensee by GRA pursuant to this Agreement, and (ii) any Maintenance Releases to the Software provided to Licensee under this Agreement. The term "Software" shall not include any Third-Party Software.

2.   License.

2.1   License Grant to Software. In consideration of Licensee's timely payment of the license fees specified herein, and subject to continued compliance with the terms and conditions herein, GRA hereby grants to Licensee a perpetual, non-exclusive, limited, personal, non-sub-licensable, non-transferable right and license ("License") to use the Software and Documentation, in a machine-readable form, in accordance with the terms of this Agreement. Licensee's use is limited to the numbered of Named Users designated in Schedule A.

2.2   Licensee Restrictions.

a.   Licensee shall not (i) use the Software or the Documentation in the operation of a service bureau for any third party not an Affiliate, (ii) make copies of the Software or Documentation except as otherwise permitted hereby or as necessary to use the Software and Documentation in accordance with this Agreement, (iii) modify, translate, decompile, reverse engineer, disassemble the Software, or otherwise seek to discover the source code or the underlying ideas and/or algorithms of the Software except to the extent applicable statutory law expressly prohibits such restriction, (iv) sell, let for hire, sublicense, distribute, give away or otherwise supply or transfer to a third party any of the Software or Documentation, (v) use the Software or Documentation to create any computer software program or user documentation that is substantially similar to, or derivative works of, the Software or Documentation, (vi) permit more users to use the Software than the applicable number of Named Users specified in this Agreement, or (vii) remove any proprietary notices or labels on the Software or Documentation.

b.   Licensee shall install the server portion of the Software only at the installation location/site specified in Schedule A. In the event Licensee relocates its operations, Licensee may move the server portion of the Software from the location specified in this Agreement to the new location and may operate the Software concurrently at the old and new locations for a period not to exceed ninety (90) days without having to obtain an additional license, so long as GRA is provided written notification of the move.

2.3   Ownership. The Software and Documentation contain copyrighted material and other proprietary material and information of GRA and its licensors, and the Software and Documentation are licensed, not sold, to Licensee. GRA and its licensors retain all right, title, and interest, including with limitation, all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and Documentation.

2.4   Ownership of Developments. GRA shall have full and exclusive rights and ownership in any software and documentation, or any other developments, developed hereunder, and in any and all related patent, trademarks, copyrights, trade secrets, confidential information and any other proprietary rights. Such developed software and documentation shall be considered "Software" and "Documentation" as defined in the License Terms and Conditions. Except for a license to the Software and Documentation as provided herein, Licensee shall have no right, ownership or title in the Software or Documentation developed hereunder or in any related patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights.

2.5   License Fee. In consideration of, and as payment for, the rights and license herein, Licensee shall pay to GRA the license fee set forth in Exhibit A in accordance with the Government Purchase Order and GSA Schedule Pricelist.

GRA shall state separately on invoices taxes excluded from the fees, and the Licensee agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

3.   Delivery.

The Software shall be shipped upon Licensee's request to the installation site specified in Section 2 of Schedule A. All future Software shipments also shall be sent to that address unless otherwise agreed by the parties hereto.

4.   Disaster Recovery.

4.1   In the event that Licensee notified GRA in writing that Licensee has a bona fide disaster recovery plan with respect to some or all of the computer software programs used in its operations, Licensee may make one copy of the Software and Documentation for archival purposes and use such copy on a server at a location other than the Licensee location(s) specified in this Agreement, such other location to be owned or controlled by Licensee or Licensee's disaster recovery vendor.

4.2   Such copy of the Software or Documentation shall be used only (i) for testing the plan's procedures and effectiveness or (ii) subsequent to the occurrence of an actual disaster during which Licensee cannot operate the Software on the server(s) at the Location(s) specified in this Agreement.

4.3   Any copies made of the Software or Documentation pursuant to this Section shall contain GRA's proprietary and/or copyright notice(s).

5.   Warranty.

5.1   GRA warrants that the Software will operate in substantial accordance with the applicable Documentation, as it exists at the date of delivery, for a period of sixty (60) days from the Effective Date ("Warranty Period"), when the Software is used in accordance with that Documentation. This warranty does not apply to errors or malfunctions caused by (i) malfunction of Licensee's equipment, (ii) software not licensed from GRA, (iii) Abnormal Use or (iv) any other cause not directly attributable to GRA. After the sixty (60) day period, GRA will provide continued supported and maintenance to Licensee at no charge during the Free Maintenance Term, as set forth in Schedule B.

5.2   GRA warrants that no portion of the Software shall contain at the time of delivery any "time bomb," "Trojan horse," "worm," "drop dead device," "virus" or other routine, device or undisclosed feature designed to (i) disable, damage, or erase the Software or data, or (ii) perform any other similar actions that would preclude full use of the Software by Licensee.

5.3   If, during the Warranty Period, the Licensee believes that the Software is not substantially performing in accordance with the Documentation, Licensee will immediately notify GRA in writing and describe with specificity any such non-performance and will provide a listing of output and such other data as may be required by GRA to reproduce the operating conditions as existed when the non-performance occurred.

5.4   Licensee's exclusive remedy and GRA's sole liability under this warranty will be for GRA to use reasonable efforts to correct such defects and supply Licensee with a corrected version of the Software as soon as reasonably practicable after GRA has been notified of such defects.

5.5   The warranties set forth herein are void if Licensee or any third party modifies or changes the Software in any way beyond the scope of the customization options contained in the Software. In order to receive and maintain this warranty, Licensee must (i) use the Software in accordance with the Documentation; (ii) use the Software on the hardware and with the operating system for which it was designed; and (iii) use only qualified personnel to operate the Software.

5.6   GRA will not be required to maintain compatibility between the Software and any other software.

5.7   GRA does not warrant that the functions contained in the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error-free.

EXCEPT AS SET FORTH IN THIS SECTION 5 ABOVE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, INTEGRATION, AND ACCURACY, ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW.

6.   **Maintenance of the Software.**

GRA shall provide support and maintenance of the Software as provided in Schedule B.

7.   **Implementation Services**.

7.1   Licensee may submit a written request that GRA provide Licensee assistance with installation, implementation, utilization, and/or training related to the Software (collectively "Implementation Services").

7.2   Upon receipt of a such written request for Implementation Services, GRA will provide Licensee a cost estimate to the Licensee for the requested Implementation Services to be performed by GRA. Each cost estimate will establish, at a minimum, the expected starting date and duration of the Implementation Services, the approximate number of hours, the applicable hourly rate or fee, which shall be in accordance with the GSA Schedule pricelist if applicable, and the general nature of the work to be performed and all estimated travel costs, which shall be in accordance with the Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR).   If Licensee wishes to document in greater detail the specific Implementation Services work to be performed, Licensee agrees to provide such written documentation for GRA's review and approval.

7.3   Licensee shall submit an official funding document (i.e., Work Order) for acceptance by GRA before commencement of the Implementation Services outlined in the cost estimate. GRA makes no guarantees as to the total cost or completion date of any Implementation Services. Licensee acknowledges that the ultimate responsibility for successful installation, implementation, utilization, and training rests with the Licensee and that GRA's role is to assist Licensee in that endeavor.

7.4   All Implementation Services shall be performed by qualified personnel in accordance with good practices prevalent in the information technology industry. If Licensee determines that any GRA technician is not appropriate for the work based on such GRA technician's skills or background and experience, GRA shall make a commercially reasonable effort to assign another qualified GRA technician.

7.5   Licensee shall advise GRA of the individual that Licensee has appointed to authorize Work Orders, receive progress reports and address problems that may arise in connection with GRA's Implementation Services (the "Project Manager"). The Project Manager and GRA technicians shall develop appropriate administrative procedures for review of performance of work at Licensee's site.

7.6   GRA shall require its GRA technicians at all times to observe security, safety and other policies of the Licensee while such GRA technicians are on Licensee's premises and to comply with the confidentiality requirements of this Agreement.

7.7   GRA will try to accommodate work schedule requests of Licensee to the extent commercially practicable. GRA reserves the right to change such schedule for any Work Order if the assigned GRA Technicians are unable to perform scheduled services because of illness, resignation, weather, or other causes beyond GRA's reasonable control. GRA will make commercially reasonable efforts to replace any such GRA technician within a reasonable   time   in   order   to   minimize   any   adverse   impact   on   the   schedule.

7.8   Unless otherwise provided in this Agreement, Licensee shall pay GRA its then current standard hourly rates or fees for Implementation Services performed hereunder, which rates or fees shall be set forth in the applicable Work Order in accordance with the GSA Schedule Pricelist. Billable amounts incurred in excess of eight (8) hours per day will be billed at the standard, straight-time hourly rate. Licensee agrees to reimburse and will be invoiced for travel expenses, in accordance with the Federal Travel Regulation (FTR)/ Joint Travel Regulations for the location in which the services are performed.

7.9   If requested by GRA, Licensee agrees to make available any required projection equipment for use in on-site training classes. Alternatively, GRA will, upon prior written request, provide such projection equipment.

8.   Infringement.

8.1   Subject to the following conditions, GRA agrees to defend, indemnify and hold harmless Licensee from and against any action based on a claim alleging that the Software infringes a patent, copyright or trade secret of any third party, and GRA shall indemnify Licensee against all costs, expenses and damages arising from any such action; provided, however, that (i) Licensee shall have given GRA prompt written notice of such action, (ii) Licensee shall cooperate with GRA in the defense and settlement thereof and (iii) GRA shall have control of the defense of such action and any settlement or compromise thereof.

8.2   Upon a claim alleging that the Software infringes a patent, copyright or trade secret, GRA may, at its option and expense, either (i) procure for Licensee the right to continue using the Software; (ii) replace or modify the Software so that it no longer infringes such patent, copyright or trade secret, so long as the utility or performance of the Software is not materially adversely affected by such replacement or modification; or (iii) terminate this Agreement and all licenses granted hereunder and return the amount paid by Licensee for the Software.

8.3   GRA shall have no defense or indemnity obligations for, or liability to, Licensee for any infringement action or claim that is based upon or arises out of the modification of the Software by Licensee or any third party or the use of the Software or any portion thereof in combination with any other equipment or software in the event that, but for such modification or use, the claim or infringement would not lie.

THIS SECTION 8 STATES GRA'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

9.   Confidentiality.

The Software and Documentation are confidential and proprietary information of GRA and/or its licensors. Licensee agrees to take adequate steps to protect Software from unauthorized use or disclosure. GRA recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

10.   Term and Termination.

10.1   The term of the License shall start as of the Effective Date, and shall be perpetual unless terminated as provided in this Agreement.

10.2   Licensee may terminate this License at any time in accordance with the procedures set forth in the Federal Acquisition Regulation. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, [vendor] shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

10.3   Upon termination of this License for any reason, Licensee shall cease, and shall return or destroy all copies of, the Software and Documentation. Within thirty (30) days after the termination of this License, a contracting officer of Licensee shall execute a statement certifying that Licensee has fully complied with the terms of this section and acknowledging that all rights to use the Software and Documentation have been terminated and that any further use of the Software or Documentation is unauthorized and would be in violation of GRA's rights therein.

10.4   Termination of this License shall not relieve Licensee of its obligations to pay any amounts then due GRA.

11.   Export Regulations.

The Software, including technical data relating thereto, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export or import the Software.

12.   U.S. Government Rights.

If Licensee is acquiring the Software and the accompanying Documentation on behalf of the U.S. Government, the Software and accompanying materials are be deemed to be "commercial computer software" and "commercial computer software documentation" or "restricted computer software" as those terms are defined in the Federal Acquisition Regulation ("FAR"), and the Government shall have only those rights specified in this Agreement and, if applicable, the clause at FAR 52.227-14. All rights to the Software are reserved under the copyright laws of the United States.

13.   Notice Address.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Licensor: Gleason Research Associates, Inc.
                         5030 Bradford Drive, Building One, Suite 100
                         Huntsville, Alabama 35805
                         Facsimile: 256-883-1525
                         E-mail: sharlene.bierbauer@grainc.net
                         Attention: Sharlene Bierbauer
                         Title: Vice President, Logistics Systems and Services

If to Licensee:

Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail, with confirmation of transmission, if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

14.   **Force Majeure.**

Excusable delays shall be governed by FAR 52.212-4(f).

15.   **Agreement-Not-to-Hire Certain GRA Employees.**

Licensee agrees that so long as it is using the Software, Licensee shall not, without GRA's prior written consent, enter into a contract or other agreement with any party other than GRA to obtain the services of any current or former GRA employee relating to the Software and Licensee's use thereof if such current or former GRA employee has provided consulting, training or other services to Licensee on behalf of GRA at any time within three (3) years prior to the date of such contract or agreement. Subsequent hiring's initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals and not relating to the Software and Licensee's use thereof shall not be deemed solicitations, contracts for services or hiring's in violation of this sentence.

16.   **Limitation of Liability/Exclusion of Certain Damages**.

16.1   IN NO EVENT, AND UNDER NO LEGAL THEORY, INCLUDING BUT NOT LIMITED TO, CONTRACT, STRICT LIABILITY, TORT, OR OTHERWISE, SHALL GRA HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF GOODWILL, ACCURACY OF RESULTS, OR SOFTWARE FAILURE, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

16.2   IN NO EVENT SHALL GRA'S LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE TOTAL CONTRACT PRICE, INCLUDING THE LICENSE FEES PAID BY LICENSEE TO GRA.

16.3   THE PARTIES AGREE THAT THE LIMITATIONS IN THIS PARAGRAPH 16 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREIN.

17.   **General.**

17.1   This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without GRA's consent, and any action in violation of the foregoing shall be void and without effect. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.

17.2   This Agreement shall be governed by and construed in accordance with the Federal law of the United States.

17.3   Reserved.

17.4   This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations, and may be amended only by a writing executed by both parties.

17.5.   The failure of either party to act with respect to a breach of this Agreement does not constitute a waiver and shall not limit the non-breaching party's rights with respect to any subsequent breaches.

17.6   If any provision of this Agreement is found void and unenforceable, that provision shall be limited or eliminated to the minimum extent possible so that the Agreement will otherwise remain in full force, effect, and enforceable.

17.7   This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer any other person or entity any legal or equitable right, benefit or remedy whatsoever.

SCHEDULE A

1.   **Licensed Software:**

ASTS

2.   **Installation Site:**

The server portion of the Software shall be installed on Licensee's equipment located at:

3.   **Expected Ship Date:**

4.   **User Licenses:**

5.   **License Fee:**

SCHEDULE B - ANNUAL MAINTENANCE SUBSCRIPTION

1. **Annual Maintenance Subscription.**

1.1 Free Maintenance Term. GRA will provide the Maintenance Services provided in this Schedule B to Licensee at no charge for one (1) year after the Software is installed. Software must be installed within ninety (90) days after the Effective Date. ("Free Maintenance Term").

1.2 Annual Maintenance Subscription Renewal Term. Additional Maintenance Services after the Free Maintenance Term will be provided for renewable one (1) year terms by executing a new Agreement in writing (each an "Annual Maintenance Subscription Renewal Term") at GRA's then current Annual Maintenance Subscription Renewal Fee rates in accordance with the GSA Schedule Pricelist. The Annual Maintenance Subscription Renewal Fee is calculated using the total number of named user licenses at time of renewal. Projected first year Annual Maintenance Subscription Renewal Fees are:

PROJECTED FIRST YEAR ANNUAL MAINTENANCE SUBSCRIPTION RENEWAL TERM FEES:

Named User Licenses: **5**

Projected Annual Maintenance Subscription Renewal Fee: **$**

1.3 Enrollment in Annual Maintenance Subscription Renewal Term. If the parties execute a new Agreement for Maintenance Services in writing, GRA shall submit an invoice upon commencement of the Annual Maintenance Subscription Renewal Term, which will be due and payable, and Licensee enrolled for the Annual Maintenance Subscription Renewal Term.

2. **Maintenance Services.**

2.1 Overview of Maintenance Services. Subject to Licensee's implementation within a reasonable time all Maintenance Releases provided by GRA hereunder, GRA shall provide Licensee the following Maintenance Services during the Free Maintenance Term and any period for which Licensee has paid the required Annual Maintenance Subscription Renewal Fee:

a. Provide all Maintenance Releases which are generally made available to other customers of GRA;

b. Correction of all Defects in the Software as described herein;

c. Telephone and email support as described herein; and

d. Updated Documentation for any Maintenance Releases provided to Licensee.

2.2 Defect Correction. When Licensee reports a suspected Defect in the Software to GRA using the GRA technical support line or email address, GRA shall attempt, based upon information provided by Licensee, to recreate the suspected Defect. If the Defect is confirmed, GRA shall use commercially reasonable efforts to provide Licensee a Maintenance Release to correct the Defect.

3. **Telephone and Email Support.**

3.1 GRA shall provide telephone and email support so as to allow Licensee's designated support contact to report problems and to seek assistance in the use of the Software during GRA's standard technical support

hours of operations as established from time to time and listed on GRA's website.

3.2   GRA shall return support calls or emails within a commercially reasonable time, normally twenty-four (24) hours, after receipt of Licensee's call or email. During this contact via telephone or email, GRA will either (i) resolve the problem or provide the requested assistance or (ii) provide Licensee with an estimate as to when such resolution or assistance will be available.

4.   Excluded Items.

4.1   As part of its Maintenance Services obligations, GRA shall not be obligated to:

   a.   Provide telephone assistance (beyond an initial telephone call) or consulting time relating to problems, errors or malfunctions caused by (i) malfunction of the computer system and communications network on which Licensee has installed and is using the Software, (ii) software not licensed pursuant to this Agreement, (iii) any use of the Software in disregard of any known adverse consequences, including without limitation the failure of user to make appropriate backups, warning messages, and other written instructions, or (iv) any other cause not attributable to GRA;

   b.   Correcting Defects, or provide telephone and e-mail support, for any version of the Software other than the most recent release of the Software, provided that GRA shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow Licensee to implement the newest release;

   c.   Provide extensive training that would normally be provided in formal training classes; or

   d.   Perform consulting services that would normally be provided at Licensee's business location.

4.2   If, after GRA notifies Licensee that a problem, error or malfunction, for which Licensee has requested telephone or other support, is not covered by annual support, Licensee requests GRA to provide telephone assistance or consulting services to correct the problem, error or malfunction, time relating to such assistance and services, and any other consulting services that Licensee may request, will be charged to Licensee at GRA's standard hourly rates in accordance with the GSA Schedule Pricelist as Implementation Services.

5.   Payment and Termination of Support.

5.1   Licensee may terminate the Maintenance Services without terminating the license to use the Software.

5.2   Maintenance Services outlined in Section 2 of this Schedule B will be null and void if the Annual Maintenance Subscription is terminated.

5.3   Reserved.