

Specimen Subcontract
Exhibit 12
Dated: May 2001
[Cover Page]

**SOFTWARE LICENSE AGREEMENT FOR THE USE OF
JPL-FURNISHED SOFTWARE (SOLICITATION
JPL 100-1**

FOR

SUPPORT SERVICE CONTRACTS

PERFORMED AT

JET PROPULSION LABORATORY

**4800 Oak Grove Drive
Pasadena, California 91109**



SOFTWARE LICENSE AGREEMENT FOR THE USE OF JPL-FURNISHED SOFTWARE (JPL SOLICITATION)

This license agreement (Agreement) is between the California Institute of Technology (CIT) through, the Jet Propulsion Laboratory (JPL), (hereinafter referred to as “the Institute,” the “JPL,” or the “Licensor”), and _____ (hereinafter referred to as the “Licensee”).

Definitions:

- (1) “Software” means the actual copy of all or any portion of the programs delivered from JPL under this Agreement on the media, inclusive of backups, updates, or merged copies permitted under this Agreement or subsequently supplied by Licensor as well as all “Related Materials.”
The Software covered by this Agreement is commonly identified as “_____.”
- (2) “Related Materials” means all of the printed materials, user documentation, training documentation and confidential software activation code supplied by JPL under this Agreement.
- (3) “Source Code” means software code written in human-readable format or in a high-level program language.
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- The Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Software, in source and object code form, pursuant to the terms of this Agreement.

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- (4) Where express permission for release has been granted in this Agreement, confidentiality is also waived by the Licensor.
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This Agreement applies to:

- (1) The Software identified in “**Definitions.**”
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Neither user support nor Software maintenance is provided under this Agreement.

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Licensee may:

- (1) Install the licensed Software onto any one or more computer systems in the possession of the Licensee at the following facility (ies).
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- (2) Sell, rent, lease, sublicense, lend, time-share, or transfer, in whole or in part, or provide Third Parties access to Software, as a whole or in part(s), without the prior written consent of JPL.
- (3) Remove or obscure any copyright or trademark notices or Restricted Rights notices on the Software.
- (4) Assign this Agreement, or any of its rights under this Agreement, without the prior written consent of JPL.
- (6) Remotely access software on Licensor’s property, for any and all purposes other than delivery of software to Licensee from Licensor.

Term of This Agreement:

- (1) This Agreement is effective the date of the Licensor's authorized signature.
- (2) This Agreement expires at the date and time when the response to the solicitation is due to JPL.
- (3) At the end of this Agreement, Licensee shall return to Licensor all provided Software, related materials, complete or partial copies, codes, modifications and merged portions in any form. This requirement survives this Agreement.
- (4) Failure to comply with the terms of this Agreement shall result in the immediate termination of the Agreement, at the discretion of the Licensor. This termination will not require prior notice be given to Licensee.
- (5) Requests to extend the term of this Agreement should be addressed in writing to the JPL Contract Negotiator.

Fees and/or Royalties:

- (1) There is no fee for the use of Software in the performance of United States Government work.
- (2) Failure to comply with the terms of this Agreement shall result in unilateral assessment by the Licensor of the commercial value of the Software at the time of the violation. Based upon the valuation, payment of equitable fees and royalties shall be required of the Licensee to the Licensor as liquidated damages.

No Warranty:

DISCLAIMER

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Licensor shall not be liable for indirect, special, incidental, or consequential damages or any indemnity for infringement related to Licensee's use of the Software and related materials, even if advised of the possibility of such damage.

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- (1) Licensee warrants that it is incorporated within the United States.
- (2) Licensee will comply with all applicable export laws and regulations.

Severability:

If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall remain unchanged and unaffected.

No Implied Waivers:

No failure or delay by Licensor in the enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Licensor.

Governing Law:

- (1) Copyright and Patent Rights issues shall be governed by applicable Federal laws and jurisdiction.
- (2) The parties hereby consent to the personal jurisdiction of the courts of Los Angeles County, and waive their rights to venue outside of Los Angeles County, California.

Entirety of Agreement and Amendments:

This Agreement constitutes the sole and entire agreement of the parties as to the matter set forth herein, and supersedes any previous agreements, understandings, and arrangements between the parties relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and agreed:

For: _____, **LICENSEE**

By: _____
(authorized signature)

(printed name)

(printed title)

For: **CALIFORNIA INSTITUTE OF TECHNOLOGY, JET PROPULSION LABORATORY,
LICENSOR**

By: _____
(authorized signature)

(printed name)

(printed title)

CONTACTS:

Licensee's Name & Address: _____

Licensee's Administrator: _____

Technical Representative: _____

Licensor's Name & Address: Jet Propulsion Laboratory
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