

ARGUS PRIMA COMMERCIAL and EDUCATIONAL **SOFTWARE LICENSE AGREEMENT**

This Agreement is made between the UChicago Argonne, LLC, as operator of Argonne National Laboratory under Contract No. DE-AC02-06CH11357 ("Licensor") with the U.S. Department of Energy ("DOE"), and the undersigned ("Licensee"). ARGUS PRIMA is a joint work between UChicago Argonne, LLC and INESC-Porto, The Institute of Systems and Computer Engineering of Porto, Portugal.

1. Definitions. The following definitions apply herein:

(a) "Software" means computer software in driver executable code and source code libraries generally referred to as the ARGUS-PRIMA, Version 1.0 (ANL-SF-11-068).

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The License shall commence on the date the Software is delivered either by mail or electronically. Licensor shall make the Software available for delivery promptly following receipt by Licensor of the License Fee and this Agreement signed on behalf of Licensee.

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All installation of the Software for use by Licensee will be by and at the sole expense of Licensee. Licensor has no duty at any time to provide technical support, or to debug, maintain, customize, or enhance the Software. However, Licensor may, at its sole discretion, offer future enhancements or Licensor controlled upgrade versions to Licensee without cost or at a price that will be determined on a case-by-case basis.

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This Agreement shall be subject to termination by Licensor if Licensee becomes insolvent, declares bankruptcy, or a receiver or trustee is appointed for Licensee. In addition, either party may terminate this Agreement with written notice upon the occurrence of a default or breach by the other party in any of its obligations under this Agreement, provided such default or breach continues for more than thirty (30) days after receipt by such other party of notice; provided, however, there shall be no such cure period with respect to any breach of Licensee's obligation under Section 9 hereto. Upon termination of this Agreement under this Section 6, Licensee agrees to cease using the Software and to return all copies of the Software to Licensor, or to certify to Licensor that it has destroyed all such copies.

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8. Indemnity

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10. Taxes

Licensee will pay or reimburse all federal, state, local or other taxes, including but not limited to, sales, use, added value, or excise taxes, or amounts levied in lieu thereof, based on fees and charges payable under this Agreement or based on Licensee's use of the Software.

11. EXPORT

LICENSEE AGREES AND CERTIFIES THAT IT WILL NOT EXPORT OR RE-EXPORT, DIRECTLY OR INDIRECTLY, THE SOFTWARE CONTRARY TO THE LAWS AND REGULATIONS OF THE UNITED STATES OR ANY OTHER COUNTRY.

12. Assignment

Except as expressly provided herein, Licensee may not assign, sublicense, or otherwise transfer its rights, duties or obligations under this Agreement to any other party or entity, in whole or in part, without the prior written consent of Licensor.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by the party or parties to be bound thereby.

14. Notices

Notices to Licensee shall be sent to the address specified beneath Licensee's signature and to Licensor to: Director, Technology Development and Commercialization Division, Argonne National Laboratory, 9700 South Cass Avenue, Building 201, Lemont IL 60439. Notice shall be deemed effective on the date of delivery if delivered by personal delivery (including overnight mail by private carrier) or on the date of mailing if delivered by certified mail.

15. Miscellaneous

(a) Nothing in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, tradename, trademark, or other designation of any party hereto or of Argonne National Laboratory, the UChicago Argonne, LLC, the U.S. Department of Energy, the U.S. Government, or any employees thereof, and any contraction, abbreviation, or simulation of any of the foregoing.

(b) The headings of the several sections of this Agreement are included for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

(c) In the absence of applicable Federal law, this Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

(d) The failure or forbearance by Licensor or Licensee to enforce any right or claim against the other party shall not be deemed to be a waiver by Licensor of a claim or right or claim hereunder. The waiver by Licensor or Licensee of a breach hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other provision.

(e) If any of the provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of the Agreement, but rather the entire agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced accordingly. The parties hereby acknowledge that if any provision of this Agreement is determined to be invalid and unenforceable, it is their desire

and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable.

Continued --- ARGUS PRIMA Commercial/Educational Agreement --- Continued

IN WITNESS WHEREOF, Licensee has signed this Agreement on the date indicated below, and the Effective Date of the Agreement is as set forth in Section 4.

Licensee

By: _____

Title: _____

Date: _____

ADDRESS:

TO BE COMPLETED BY LICENSOR:

NUMBER OF LICENSED COPIES:

LICENSE FEE PAID: _____

DATE RECEIVED: _____

IPA # _____

Appendix A

Commercial or Educational Licensing Fee for ARGUS PRIMA Software

This price list is subject to change without notice

<u>Number of Copies</u>	<u>One-time, Initial</u> ^{1,2}	
	<u>U.S. Organizations Licensing Fee</u>	<u>U.S. Educational Organizations Licensing Fee</u>
1	\$4,500	\$ 500
2	\$9,000	\$1,000
3	\$12,500	\$1,500
4	\$15,000	\$2,000
5	\$17,000	\$2,500

Note 1: There are no annual maintenance fees, only the one-time, initial licensing fee.

Note 2: This license is only for the geographical area of North America. Licenses for the geographical area of the European Union can be requested from INESC-Porto, The Institute of Systems and Computer Engineering of Porto, Portugal.