

COMMERCIAL COMPUTER SOFTWARE LICENSE (July 2010)

(a) Notwithstanding any contrary provisions contained in the Seller's standard commercial license or lease agreement, Seller agrees that the Company and the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate, or disclose any commercial computer software delivered under this subcontract. The terms and provisions of this subcontract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this subcontract may not be used, reproduced, or disclosed by the Company or the Government except as provided in subparagraph (b)(2) of this clause or as expressly stated otherwise in this subcontract.

(2) The commercial computer software may be—

(i) Used or copied for use in or with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this subcontract;

(v) Disclosed to and reproduced for use by support service contractors or subcontractors, subject to the same restrictions set forth in this subcontract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Seller licenses it to the Company and Government without disclosure restrictions.

(c) The Seller shall affix a notice substantially as follows to any commercial computer software delivered under this subcontract:

Notice--Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Company and the Government regarding its use, reproduction, and disclosure are as set forth in UT-Battelle, LLC Subcontract No. _____.