

LICENSE AGREEMENT FOR PROPRIETARY COMPUTER SOFTWARE

FERMI RESEARCH ALLIANCE, LLC, operator of Fermi National Accelerator Laboratory and herein called "LABORATORY," acting under Prime Contract No. DE-AC02-07CH11359 with the United States Government (called the "Government"), represented by the U.S. Department of Energy (called "DOE"), desires certain rights in and to claimed proprietary software

identified as: _____

_____ and herein called "proprietary software". The _____, hereinafter called LICENSOR avers ownership or control of said proprietary software.

LICENSOR hereby grants to DOE and the LABORATORY and its successors a paid-up, non-exclusive license to use and have used said proprietary software at the LABORATORY. This license is effective from date hereof and will remain in effect until the LABORATORY discontinues the use of said proprietary software or the license is terminated as provided herein.

No copies of said proprietary software shall be made except as are necessary for such use including archival purposes. Within two months after the expiration of this agreement, the proprietary software, together with all existing copies thereof shall, upon request, be returned to LICENSOR except that DOE or the LABORATORY may keep a copy for archival purposes.

During the term of this License Agreement and for five (5) years thereafter, the LABORATORY and the Government shall treat such proprietary software as proprietary and shall utilize their best efforts to prevent disclosure or publication of such proprietary software. The LABORATORY and the Government shall not disclose such proprietary software to third parties without prior written consent of LICENSOR, and then only after obtaining an agreement which includes appropriate provisions for non-disclosure and confidentiality from each such third party. The obligations of this agreement shall not extend or apply to proprietary software which now or hereafter

(i) is generally known or available from other sources without obligation concerning its confidentiality;

(ii) has been made available by LICENSOR to others without obligation concerning its confidentiality;

(iii) is already available to the Government or LABORATORY without obligation concerning its confidentiality; or

(iv) is required to be released pursuant to the provisions of the freedom of Information Act.

All proprietary software shall be so identified and marked by the LICENSOR at the time it is conveyed to DOE or the LABORATORY which marking shall include the following legend:

LIMITED RIGHTS LEGEND

This proprietary data furnished under P.O./SUBCONTRACT NO. _____ with the LABORATORY and LICENSOR may be duplicated only for archival purposes and only for necessary use at the LABORATORY and may not be disclosed to anyone other than employees of the LABORATORY or the Government without the prior written permission of the LICENSOR.

The above legend shall be marked on any reproduction, in whole or in part, of the proprietary software.

LICENSOR agrees to make available to the LABORATORY, for a reasonable service charge, any announced updates of said proprietary software.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 20_____.

FERMI RESEARCH ALLIANCE, LLC operator of
FERMI NATIONAL ACCELERATOR LABORATORY

By: _____

Title: _____

LICENSOR _____

By: _____

Title: _____