

End User and Network Server License Agreement

for Distribution and Internal Use of DOE-2.2

Description

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- Create derivative versions of the Software by bundling it in executable form with *YourCompany products*.

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- Transfer any of YourCompany rights under this license to any third party except as specified in this license agreement with the exception that this entire agreement and the license herein granted to YourCompany shall be binding upon and inure to the benefit of successors to the entire business interests of YourCompany, but shall not be otherwise assignable, and all license granting rights contained herein shall be limited to those YourCompany products in existence and being actively licensed to others at the time of such transfer of YourCompany entire business interests.

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- Maintain all copyright notices on all copies of the Software.

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YourCompany May:

- Make executable copies of derivatives of the Software bundled with *YourCompany products* for sublicense, distribution or use
- Grant single copy end user licenses for these *YourCompany* bundled derivative executable versions of the Software
- Grant single copy network server licenses for these *YourCompany* bundled derivative executable versions of the Software that includes the right to grant network single end-user licenses for use of these derivative executable versions of the Software

YourCompany must:

- Include in single copy end user licenses granted minimum terms substantially similar to those contained in the end user license agreement attached as Attachment B
- Include in single copy network server licenses granted minimum terms substantially similar to those contained in the network server license agreement attached as Attachment C and the network end-user license agreement attached as Attachment D
- Obtain signed license agreements, prior to furnishing a copy of the Software, from all licensees residing or intending to transport or use the Software outside North America
- Take all reasonable steps to enforce the terms of the licenses YourCompany grants under this agreement.
- Pay JJH a one-time fee of \$5,000 (five-thousand dollars) prior to granting any licenses in the Software including the deployment any network server license based products internally for use that is not restricted to YourCompany employees.
- Commencing 2002, pay JJH a fee of \$2,500 (two-thousand five hundred dollars) in each calendar year YourCompany wishes to exercise rights granted under this license during the calendar year; such fee shall be due with the first quarters fee due JJH under this agreement.
- Pay JJH a fee of \$5,000 (five-thousand dollars) for each network server license granted in the Software to any party, including YourCompany; if after the first twelve months such a license is granted it is desired to provide that licensee

with updated versions of the Software, then commencing one year from the date each such license was granted, pay JJH a fee of \$2,500 (two-thousand five hundred dollars) in each calendar year.

YourCompany may not:

- Distribute, use, or license for use by others the Software under this agreement other than as an executable derivative work bundled with *YourCompany products*

Payment of Fees Due to JJH and Licensing Reports

All monies due to JJH from YourCompany under this agreement shall be paid on a quarterly basis, shall be paid to JJH in U.S. Dollars, and shall be due within sixty (30) days after the end of March, June, September and December of each calendar year. With each royalty payment, YourCompany shall provide to JJH a cumulative report on its licensing activities. The report shall provide information concerning the number and types of all licenses granted and the calculations by which the payment to JJH was determined for all such licenses. Upon the request of a JJH, the applicable accounting, licensing and royalty records maintained by YourCompany shall be subject at all reasonable times to audit. The purpose of the audit shall be only to verify the accuracy of the fees due JJH and licensing reports and ensure proper remittance of the fees due JJH for the period or periods of examination. Such audits shall be performed not more frequently than once per year and upon termination of this Agreement. If the audit reveals underpayment of royalties of ten percent (10%) or more for the applicable accounting period, the cost of audit shall be borne by YourCompany. Otherwise, the cost shall be borne by the JJH. YourCompany shall promptly pay any fees found owing plus interest at One and One Half Percent (1-1/2%) per month, or whatever is permitted by law, whichever is lower, compounded monthly, on any unpaid royalties revealed by the audit, from the date of accrual.

Assistance or Modifications to Software

YourCompany may obtain advice and assistance in using the Software, or request non-standard modifications to the Software, on an as available basis determined solely by JJH; nothing in this agreement shall constitute a commitment to provide such services. YourCompany will be charged time and materials for these services if available. For technical assistance contact James J. Hirsch and Associates, 12185 Presilla Road, Camarillo, California, 93012-9243 USA, (805) 553-9000, fax (805) 532-2401, email Jeff.Hirsch@DOE2.com.

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General Provisions

This License Agreement is the complete and exclusive agreement between us. Any modifications to it must be contained in a written instrument signed by both parties. All terms of this agreement and any accounting furnished under it shall remain confidential and not be disclosed to any third party without the written consent of both parties. All communications in connection with this license should be addressed to JJ Hirsch & Associates, 12185 Presilla Road, Camarillo, California, 93012-9243 USA, (805) 553-9000, fax (805) 532-2401, email Jeff.Hirsch@DOE2.com.

Display of Notices and License

For single copy end user license versions of *YourCompany products*:

- The installation procedure must display and require the user to accept an end user license with terms substantially similar to those contained in the end user license agreement attached as Attachment B; all notices contained in Attachment A must be easily displayable by users while using the software, such as by selecting an “About [software name]” command.
- The splash screen displayed while the Software is loading must contain the following notice: “Portions of this software are copyrighted by James J. Hirsch & Associates, the Regents of the University of California , and others. See YourCompany license or About the [software name] for details.”

For single copy network server license versions of *YourCompany products*:

- The installation procedure must display and require the user to accept a network server license with terms substantially similar to those contained in the end user license agreement attached as Attachment C.
- The splash screen displayed while the Software is loading must contain the following notice: “Portions of this software are copyrighted by James J. Hirsch & Associates, the Regents of the University of California , and others. See YourCompany r license or About the [software name] for details.”
- *YourCompany products* must display and require each network user to accept an end user license with terms substantially similar to those contained in the end user license agreement attached as Attachment D; all notices contained in Attachment A must be easily displayable by network users while using the software, such as by selecting an “About [software name]” command.

Accepted by:

Accepted by:

James J. Hirsch, Owner
JJ Hirsch & Associates
12185 Presilla Road
Camarillo, CA 93012-9243

John Doe, President
YourCompany, Inc.
123 4th Street, Suite 5
YourTown, CA, 99999-9999

Attachment A
Notice of Rights, Disclaimers, and Indemnification

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Attachment B

End-User License Agreement (EULA)

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- Make a single backup copy of the Software
- Permanently transfer all of your rights under this software to a third party if accompanied by all copies of the software and by this license agreement.

You may not:

- Install or use the Software on more than one computer at a time.
- Make more than one copy of the Software or make a copy for any purpose other than as a backup.
- Sell, rent, or lease the software.
- Modify, adapt, or translate the Software.
- Reverse engineer, decompile, disassemble, or otherwise seek to discover the source code of the Software.

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Attachment C Network Server License Agreement (NSLA)

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Attachment D Network End-User License Agreement (NEULA)

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