

NOTICE

**This software was produced for the U.S. Government
under Contract No. DAAB07-00-C-C201, and is
subject to the Rights in Noncommercial Computer Software and
Noncommercial Computer Software Documentation
Clause at 252.227-7014 (JUN 95)**

© 2001 The MITRE Corporation

**Except as either included in the clause mentioned above, or as permitted below,
ALL RIGHTS RESERVED**

SOFTWARE LICENSE

Your use of this software is conditioned upon acceptance of the following terms:

The MITRE Corporation (MITRE) hereby grants you a non-exclusive, royalty-free license to use MITRE's TEMPEX software for your internal purposes only. Any copy you make for such purposes is authorized provided that you reproduce MITRE's copyright designation and this license in any such copy.

This software is the copyrighted work of MITRE. No ownership or other proprietary interest in this software is granted you other than what is granted in this license.

Any modification or enhancement of this software must inherit this license including its warranty disclaimers. Any distribution of this software or any modification or enhancement thereof shall prominently identify MITRE as the owner and creator of the software.

MITRE IS PROVIDING THE SOFTWARE "AS IS" AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, CAPABILITY, EFFICIENCY, MERCHANTABILITY, OR FUNCTIONING OF THE SOFTWARE AND DOCUMENTATION. IN NO EVENT WILL MITRE BE LIABLE FOR ANY GENERAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, RELATED TO THE SOFTWARE OR ANY DERIVATIVE OF THE SOFTWARE, EVEN IF MITRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You accept this software on the condition that you indemnify and hold harmless MITRE, its Board of Trustees, officers, agents, and employees, from any and all liability or damages to third parties, including attorneys' fees, court costs, and other related costs and expenses, arising out of its use of this software irrespective of the cause of said liability.

Any dispute or disagreement relating to this license shall be finally settled by arbitration under the then current arbitration rules of the American Arbitration Association (AAA), conducted on a confidential basis by a single arbitrator assigned in accordance with the rules of the AAA. Each party shall bear its own costs and the parties shall be responsible for 1/2 of the arbitrator's costs. Arbitration shall be final and binding and not subject to appeal.

This license shall be construed, governed, interpreted and applied in accordance with the laws of the Commonwealth of Virginia without regard to Virginia conflict of law rules.

This instrument sets forth the entire agreement between the parties.