

**PARRY LABS SOFTWARE DEMONSTRATION LICENSE AGREEMENT**

<b>“Customer”</b>	<b>[See Purchase Order]</b>
having its principal place of business at	<b>[See Purchase Order]</b>
with notices to be delivered to:	<b>[See Purchase Order]</b>
<b>“Licensor”</b>	Parry Labs, LLC, a Virginia Limited Liability Company
having its principal place of business at	500 Montgomery Street, Suite 675, Alexandria, VA 22314
with notices to be delivered to:	Same as above, Attn: <b>Contracts</b>
<b>“Software”</b>	<b>[See Purchase Order]</b>
<b>“Effective Date”</b>	<b>[See Purchase Order]</b>
<b>“Initial Term”</b>	<b>[See Purchase Order]</b>

This **SOFTWARE DEMONSTRATION LICENSE AGREEMENT** (this **“Agreement”**), which consists of this cover page and the exhibits identified below, is entered into as of the Effective Date by and between Licensor and Customer, as set forth above. Capitalized terms not defined in this cover page have the meanings set forth in the exhibits.

- Exhibit A: Terms and Conditions
- Exhibit B: Software

**A. PURPOSE**

Licensor may provide you with software products and related services at no charge. Subject to the terms of this Agreement, Customer may use the Software for the sole purposes of (a) internal evaluation and testing for purchase in a secure, non-production environment, and (b) supporting Licensor’s development activities, including without limitation, activities such as hardware and/or software evaluation, integration, testing and validation of the Software by Licensor (the **“Purpose”**). All reports, testing data or results, feedback, benchmarking, or other analyses developed in conjunction with usage of the Software shall be deemed part of the Software and owned by Licensor.

**B. SIGNATURES**

In consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned parties agrees to be bound by all applicable terms of this Agreement, including this cover page and all exhibits attached hereto and documents incorporated by reference herein.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

**Parry Labs, LLC**

**Customer**

By: **[See Purchase Order]** \_\_\_\_\_

By: **[See Purchase Order]** \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Terms and Conditions

1. **Definitions.** Capitalized terms used in this Agreement are defined in this section or in the section of this Agreement where they are first used.

1.1 **“Affiliate”** means any present or future entity controlling, controlled by, or under common control with, a Party.

1.2 **“Authorized Users”** means each individual that is authorized by Customer or its Affiliate to use the Software in connection with and subject to the terms and conditions of this Agreement. For clarity, an Authorized User may be an employee, contractor or other individual authorized by Customer or its Affiliate.

1.3 **“Customer”** means the Customer identified on the cover page of this Agreement.

1.4 **“Confidential Information”** shall have the meaning set forth in Section 6.1 of this Agreement.

1.5 **“Documentation”** means user guides, operating manuals, release notes and other instructions pertaining to and in effect as of the date of delivery of the applicable Software, made generally available to Licensor’s customers by Licensor or contained in the Software. Such guides, operating manuals, release notes, and other instructions may be updated or revised by Licensor and made available to Customer in connection with subsequent Upgrades, if purchased by Customer, or Updates if provided to the Customer.

1.6 **“Maintenance and Technical Support”** means the services described in Section 5 of this Agreement.

1.7 **“Party”** means Customer and Licensor individually, and both may be referred to collectively as the **“Parties.”**

1.8 **“Software”** means the computer software indicated on the cover page of this Agreement and further specified in Exhibit B, in object code form only that Customer has licensed from Licensor.

1.9 **“Third-Party Materials”** shall have the meaning set forth in Section 4.2 of this Agreement.

1.10 **“Update”** means one or more releases regarding the Software subsequent to the Effective Date, which generally will be identified by a numeral to the right of the decimal point in the Software version number (e.g., the first Update (if any) for Version 1.0 would be Version 1.1). Such releases may be determined by Licensor in its sole discretion, are delivered only if and when available, and are delivered only to Customers during the base Maintenance and Technical Support period. Updates shall not include Upgrades or any new versions of the Software or any releases, enhancements, functionality or items for which Licensor licenses or charges separately.

1.11 **“Upgrade”** means new versions of the Software or improvements in the capability and functionality of it, for which Licensor determines in its sole discretion to license or charge separately and not provide as an Update.

### 2. **Demonstration License and Restrictions.**

2.1 **License Grant.** Upon the terms set forth in this Agreement and subject to the next paragraph of this Section, Licensor grants to Customer a nonexclusive, nontransferable, limited license to (a) install and use the executable form of the Software solely for Customer’s internal evaluation and testing in accordance with the Purpose, and (b) use the then-current, generally available, Documentation related to such Software for supporting Customer’s use of such Software. Customer is solely responsible for installation of the Software on compatible equipment, with operating system software, provided by Customer. Except as set forth in this Section 2.1, no other right or license of any kind is granted by Licensor to Customer hereunder with respect to the Software or Documentation.

2.2 **Restrictions on Use.** Customer shall not, and shall not permit, any person or entity other than an Authorized User to access or use the Software or Documentation, except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works or improvements of the Software or Documentation; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or Documentation; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software; (d) bypass or breach any security device or protection used in the Software; (e) input, upload, transmit, or otherwise provide to or through use of the Software, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code; (f) access or use the Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any third-party intellectual property right or applicable law; (g) access or use the Software or Documentation for purposes of competitive analysis of the Software, the development, provision, or use of a competing

software service or product, or any other purpose that is to Licensor's detriment or commercial disadvantage; or (h) otherwise access or use the Software of Documentation beyond the scope of the authorization granted under this Agreement.

### 3. **Term and Evaluation Period.**

Customer's right to use the Software, including Documentation, begins upon the Effective Date and will continue for **[insert period]**, unless (a) terminated earlier as described in Section 10, or (b) otherwise extended by Licensor ("**Evaluation Period**"). Customer may not use the Software beyond the Evaluation Period.

### 4. **Intellectual Property Rights.**

4.1 **Reservation of Rights.** As between Licensor and Customer, Licensor retains all right, title and interest, including, without limitation, all patent rights, copyrights, trademarks and trade secrets, in and to the Software and Documentation and any portion thereof, including, without limitation, any copy of the Software or Documentation (or in each case, any portion thereof), any Update, modifications, derivative works, or improvements thereto. Customer agrees to take any action reasonably requested by Licensor to evidence, maintain, enforce or defend the foregoing. Customer shall not take any action to jeopardize, limit or interfere in any manner with Licensor's ownership of and rights in or to the Software, Documentation, or any Update. Customer shall have only those rights in or to the Software, Documentation, and any Update granted to it pursuant to this Agreement.

4.2 **Third-Party Materials.** The Software may be delivered with certain items of independent, third-party code and other materials that are licensed under separate terms provided by the authors or licensors ("**Third Party Materials**"). These Third-Party Materials are licensed under the terms of the license that accompanies such Third-Party Materials. "**Third-Party Materials**" include materials, products, services, and information, in any form or medium, including any open-source or other software, software-based services, documents, data, content, specifications, products, equipment, or components of or relating to the Software that are not proprietary to Licensor.

4.3 **Evaluation Results.** All reports, testing data or results, feedback, benchmarking, or other analyses developed in conjunction with usage of the Software shall be deemed part of the Software and owned by Licensor.

5. **Maintenance and Technical Support.** Conditioned upon Customer's continued compliance with the terms of this Agreement, Licensor may, at its sole discretion, provide Maintenance and Technical Support as described in this Section 5 for the Software licensed under this Agreement during the Evaluation Period. Maintenance and Technical Support includes problem diagnosis and delivery of bug fixes and maintenance updates to address defective software and patch software vulnerabilities. For purposes of the Agreement, a "defect" or "defective" shall mean failure to operate substantially as documented, and "vulnerability" shall mean a security flaw, glitch, or weakness found in software code that could be exploited by an attacker. As part of Maintenance and Technical Support, Licensor may (i) during Licensor's normal business hours, use commercially reasonable efforts to correct any reproducible problems (which cause the Software to fail to operate as documented) or user issues, and/or (ii) provide Updates to the Software as Licensor makes such Updates, at Licensor's sole discretion, generally available to its customers. Updates do not include products or options that are designated by Licensor as new products, or any Upgrades (i.e., future releases, enhancements, or additions to the functionality) of the Software for which Licensor. Updates will be deemed to be part of the Software and shall be subject to the terms and conditions of this Agreement.

### 6. **Confidentiality.**

6.1 **Definition of Confidential Information.** The Parties acknowledge that under this Agreement, it may become necessary to exchange Confidential Information with one another. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, financial, marketing, and pricing information, technical information, product plans and designs, business processes, trade secrets, know-how, proprietary tools, knowledge and methodologies, and software. Confidential Information of Licensor shall also include the Documentation as well as audits, reports and performance information relating to the Maintenance and Technical Support. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 **Confidentiality Period.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and shall protect the confidentiality of any such Confidential Information, from the date of receipt of the Confidential Information until 5 years after the expiration or termination of this

Agreement, except with the Disclosing Party's prior written permission; provided, however, that the confidentiality period for any information that is a trade secret shall continue for so long as such information remains a trade secret.

6.3 **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Additionally, the Receiving Party shall provide prompt notification to the Disclosing Party of any unauthorized access to or disclosure of Confidential Information.

6.4 **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

6.5 **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

6.6 **Return or Destruction of Materials.** Upon termination of this Agreement, each Receiving Party will deliver to the Disclosing Party or securely destroy and certify destruction (at the Disclosing Party's election) all Confidential Information of the Disclosing Party.

## 7. **Warranties and Disclaimers.**

7.1 **DISCLAIMER. THE SOFTWARE, DOCUMENTATION AND ANY SERVICES ARE PROVIDED "AS IS." ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY SELLER, ITS SUPPLIERS AND LICENSORS.**

7.2 **Limitation of Remedies.** To the extent an implied warranty cannot be disclaimed under applicable law, as Customer's exclusive remedy for a breach of such warranty, Seller shall, at its sole discretion either correct or replace the non-conforming products or services, or provide a pro rata refund for the non-conforming products or software.

## 8. **Indemnification.**

8.1 **Indemnification.** Customer agrees to indemnify, defend and hold harmless Licensor, its Affiliates, and their officers, directors, shareholders, managers, employees, agents, successors and assigns from and against any and all losses, damages, penalties, fines, forfeitures, judgments, and any other fees, costs, and expenses, including reasonable attorneys' fees and related costs and expenses, arising from third-party claims, demands, and liabilities (collectively "**Claims**") resulting from (i) the negligence or misconduct of Customer, (ii) a breach of this Agreement by Customer, (iii) any Claims relating to the violation or infringement of intellectual property rights due to Customer's modification or misuse of the Software, or (iv) a violation of any laws in the performance of Customer's obligations hereunder or under this Agreement.

8.2 **Indemnification Procedures.** As a condition of the Customer's obligation to indemnify Licensor under this Agreement, Licensor will: (a) provide Customer with prompt written notice of any Claim that would give rise to liability of Customer under this Agreement, provided that failure to give timely notice will not relieve Customer of its obligations to the extent that such failure does not materially prejudice Customer's ability to defend or settle such Claim without liability; (b) tender sole control of the defense and settlement of such Claim to Customer, provided that Customer will not settle any such Claim in a manner that does not fully discharge the Claim or imposes obligations on Licensor, without the prior written consent of Licensor; (c) provide Customer, at Customer's expense, with such assistance with respect to the Claim as Customer may reasonably request; and (d) not disclose the terms of any settlement with respect to the Claim unless required to do so by judicial or other government order, and will not publicize, or permit any third party to publicize, any such settlement without Customer's prior written consent. Further, Licensor may participate in the defense or settlement of a Claim with its own counsel at its expense.

9. **Limitation of Liability.**

9.1 **Limitation of Liability.** IN NO EVENT SHALL LICENSOR'S, ITS AFFILIATES' AND ITS SUPPLIERS' LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID OR PAYABLE TO LICENSOR UNDER THIS AGREEMENT.

9.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL LICENSOR, ITS AFFILIATES, AND ITS SUPPLIERS, BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. **Term and Termination.**

10.1 **Term of Agreement.** This Agreement (including the license granted under Section 2.1 and the restrictions contained in Section 2.2) will commence on the Effective Date and continue for the Evaluation Period, unless earlier terminated or cancelled as set forth below.

10.2 **Termination.** Customer may terminate this Agreement and the license granted hereunder at any time by ceasing use of the Software and removing or destroying all copies of the Software. Licensor may terminate this Agreement and the license granted hereunder if Customer fails to comply with the terms of the Agreement. Termination of this Agreement terminates all rights of Customer to use the Software. Upon termination of the Agreement and no later than at the end of the Evaluation Period, Customer shall promptly cease using the Software and remove or destroy all copies of the Software. All obligations of confidentiality, intellectual property rights, indemnification, limitations on liability, governing law and forum, as well as any other obligations under this Agreement that by their nature would reasonably continue beyond expiration or termination of this Agreement shall survive any such expiration or termination of this Agreement.

11. **General Provisions.**

11.1 **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

11.2 **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

11.3 **Notices.** Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, or (ii) the second business day after placement with a recognized international overnight courier for next business day delivery with confirmation of receipt. Notices to Licensor shall be delivered to Attn: Legal at Licensor's principal office as specified on the cover page of this Agreement. Notices to Customer shall be delivered to the office as specified on the cover page of this Agreement. Service-related notices to Customer provided in connection with support will be sent by email addressed to the relevant support contacts designated by Customer.

11.4 **Compliance with Applicable Laws and Regulations.** Customer acknowledges and agrees that all or part of the Software, Documentation, and Confidential Information, including (without limitation) all products, services, information and intellectual property (if any) to be shared under this Agreement, including without limitation technical services and technical data such as blueprints, plans, diagrams, models, formulae, tables, engineering designs and specifications, manuals and instructions written or recorded, hereunder are subject to certain laws, regulations and rules, including without limitation the export control laws and regulations of the United States of America, any amendments thereof, and all administrative acts of the U.S. Government pursuant to such laws and regulations which regulate exports and re-exports of commodities, software and technology (collectively the "U.S. Export Control Laws"), and Customer agrees to comply with such applicable laws, regulations and rules, including without limitation the U.S. Export Control Laws, and not to be bound by terms of this Agreement in conflict with such applicable laws, regulations and rules. Customer agrees to establish such programs and procedures of internal controls as necessary to comply fully with all U.S. Export Control Laws.

(a) Customer further agrees not to take any action under this Agreement that will cause it or Licensor to be in violation of any law of any jurisdiction, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977, and the U.S. Export Control Laws, including the U.S. Anti-Boycott laws and regulations as administered by the U.S. Departments of Commerce and the Treasury, which prohibit participation in unsanctioned foreign boycotts. Customer agrees to indemnify and hold harmless Licensor from any liability that may arise from any violation of U.S. Export Control Laws resulting from any act or omission by the Licensee.

(b) In the event any U.S. Export Control Law or any other United States law or regulation prohibits Licensor from granting to Customer the license as set out in Section 2 as contemplated by this Agreement, Licensor shall have the

right, upon notice to Customer, to immediately terminate this Agreement (including, but not limited to, the underlying grant of license), in which case Licensor shall have no further obligations to Customer pursuant to this Agreement.

11.5 **Government End User.** If Customer is an agency or instrumentality of the U.S. Government, Customer acknowledges and agrees that the Software and Documentation are “commercial computer software” and/or “commercial computer software documentation,” as the case may be, and, as specified in FAR 12.212 or DFARS 227.7202, and their successors, as applicable, Customer shall only have the rights to use, reproduce, or disclose such software and documentation specified in and subject to the terms and conditions of this Agreement. If any term or condition set forth in this Agreement: (i) requires the governing law to be anything other than Federal law; (ii) requires dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law; (iii) requires the U.S. Government to indemnify Licensor; (v) permits equitable or injunctive relief or the award of attorney fees, costs or interest against the U.S. Government; (vi) provides for the automatic renewal of the U.S. Government’s license; or (vii) permits the assignment of the Agreement or any claim arising under the Agreement to a third party, then such term and condition shall not apply to Customer, unless otherwise authorized by Federal law. Furthermore, nothing contained in this Agreement is meant to diminish the rights of the U.S. Department of Justice as identified in 28 U.S.C. Section 516. To the extent any term and condition set forth in this Agreement is contrary to U.S. Federal procurement law, then such term or condition shall not apply to the U.S. Government but shall continue to apply to prime contractors and subcontractors of the U.S. Government.

11.6 **Waiver.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

11.7 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.8 **Entire Agreement.** This Agreement, including the exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement.

11.9 **Assignment.** Neither Party may assign any of its rights or obligations hereunder, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign or transfer this Agreement in its entirety, without consent of the other Party, to its Affiliate or to an acquirer in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

11.10 **Captions and Section Headings.** The captions and section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

11.11 **Governing Law and Venue.** This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the Commonwealth of Virginia, without regard to its conflicts of laws rules or the Uniform Computer Information Transactions Act or United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts located in Alexandria, Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts and hereby waives: any objections to lack of jurisdiction, venue, or inconvenient forum; and any right to a jury trial.

11.12 **Force Majeure.** Neither Party shall be liable for any breach, or delay in performance, of its obligations under this Agreement (other than payment obligations) if the breach or delay is caused by fire, flood, earthquake, act of God, war, riot, civil disorder, terrorism, pandemic disease or related government orders, telecommunications outages or disruptions, shortages in available capacity or supply, or any other event beyond the reasonable control of the affected party.

11.13 **Modification.** No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. No terms or conditions stated in any order confirmation, **purchase order** or in any other order documentation shall apply, unless expressly incorporated herein.

11.14 **Counterparts.** This Agreement may be executed electronically and in counterparts, which taken together shall form one legal instrument.

**Exhibit B**  
**Software**

- **Software version, release, and module(s) identified on Purchase Order, which is hereby incorporated by reference.**