

Questionnaire

1. Licensee description

- a. Licensee Name: _____
- b. Licensee Email: _____
- c. U.S. Tax Identification Number (if applicable): _____
- d. Licensee type(check all applicable)
 - Airport
 - Airport authority
 - State government
 - Local government
 - Institution of higher learning (University/College)
 - Commercial provider of aviation-focused software
 - Not-for-profit
 - Consultant
 - Other (explain) _____

2. How do you intend to use Pacer?

3. What is your target user group? (e.g., general aviation flight operators/pilots, passengers, researchers)

4. Other comments or additional information.

**THE MITRE CORPORATION
SOFTWARE LICENSE AGREEMENT
FOR PACER**

Licensee Name and Address:

THIS SOFTWARE LICENSE AGREEMENT FOR PACER (“Agreement”), is made by and between The MITRE Corporation (“MITRE”), a Delaware not-for-profit corporation, with offices at 7515 Colshire Drive, McLean, Virginia 22102-3481, and the above referenced licensee (“Licensee”) and is effective as of the last date executed below (“Effective Date”). It is understood by the parties to this Agreement that MITRE has developed and is the owner of the General Aviation Departure Scheduling Prototype Mobile Web Application software (“Pacer”) and related technologies (collectively referred to as the “Pacer Software”, as further described in Appendix A, attached hereto and incorporated herein).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises and conditions set forth herein, the parties hereto agree as follows:

1. License.

1.1 Grant of License.

(a) During the term and subject to the terms contained herein:

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2. Term. The term of the license grant and this Agreement shall commence on the Effective Date and

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(a) This Agreement shall automatically terminate if Licensee does not provide MITRE written notice of election of a perpetual license.

(b) This Agreement may be terminated by MITRE for any reason or no reason upon (30) days prior written notice to Licensee.

(c) Upon termination of this Agreement for any reason:

(i) Licensee shall immediately cease use of the Pacer Software; (ii) Licensee shall return to MITRE all copies of the Pacer Software provided to it by MITRE, as well as all copies of the Pacer Software in its possession or control; (iii) all rights and obligations of the parties under this Agreement shall cease, except the following provisions will survive the expiration or any termination of this Agreement: Sections 1.2 (Non-Disclosure), 3 (Title), 4 (Disclaimer of Warranty, Limitation of Liability), 7 (Export Control Regulations), 13 (Non-solicitation of Employees), 14 (Assignment), 15 (Governing Law), and those that by their nature survive expiration or termination.

6. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand (and duly receipted) or sent via next-day delivery by a nationally recognized carrier (e.g., the United States Postal Service, United Parcel Service, or Federal Express) with proof of delivery requested, sent to the intended party at the addresses listed above for each party. Notice given by next-day delivery shall be

deemed to have been given upon the date sent to the recipient.

7. Export Control Regulations. The export from the United States or the subsequent re-export of the Pacer Software is subject to (i) compliance with United States export control and munitions control restrictions, and (ii) MITRE's prior written consent. Licensee agrees that in the event it seeks to export the Pacer Software or related information, it assumes full responsibility for obtaining all necessary export licenses and approvals and for assuring compliance with applicable re-export restrictions.

8. Government Rights. The Pacer Software is the copyrighted work of The MITRE Corporation and was produced for the U.S. Government under Contract No. DTFWA-10-C-00080 and is subject to the Federal Aviation Administration Acquisition Management System Clause 3.5-13, Rights in Data-General, Alt. III and Alt. IV. No other use other than that granted to the U.S. Government, or to those acting on behalf of the U.S. Government, under that Clause is authorized without the express written permission of The MITRE Corporation.

9. Amendment. This Agreement may not be amended, modified, or extended except by a written instrument signed by an authorized representative of MITRE and Licensee.

10. Relationship of the Parties. Nothing contained in this Agreement shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

11. Waiver and Severability. Any failure of MITRE to enforce, at any time or for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of the right of MITRE to enforce such provisions unless said waiver is in writing and signed by an authorized representative of MITRE. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12. Headings. The sections headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

13. Non-solicitation of Employees. Licensee shall not solicit for employment any employee of MITRE in any manner associated or familiar with the subject matter of this Agreement or the Pacer Software. For purposes of this paragraph, the term “solicit for employment” shall include, but not be limited to, enticing any said employee of MITRE to terminate his or her relationship with MITRE. “Solicit for employment” shall not include discussions and/or offers of employment to any said employee of MITRE who initiates such discussions regarding employment with Licensee. The foregoing restrictions shall apply and continue for a period of three (3) years from the Effective Date.

14. Assignment. Licensee shall not assign, transfer, or otherwise dispose of its rights under this Agreement.

Any assignment in contravention of the foregoing shall be null and void.

15. Governing Law. This Agreement and all disputes or claims arising out of or related to this Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to Virginia conflicts of laws rules. Licensee agrees to submit to the exclusive jurisdiction of the Virginia courts.

16. Entire Agreement. Each party acknowledges that such party has read this Agreement, understands it, and agrees to be bound to its terms. Each party further agrees that this is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the parties relating to this Agreement.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement as of the Effective Date.

The MITRE Corporation

LICENSEE

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**THE MITRE CORPORATION
SOFTWARE LICENSE AGREEMENT
FOR PACER SOFTWARE**

Appendix A

Pacer Software: A set of prototype web services which allow general aviation pilots to strategically enter their planned departure time to aid in better predicting overall airport departure demand. The prototype web services also enable the display of airport demand and capacity information for specific airports to increase general aviation pilots situation awareness.

Limited License:

- Application Program Interface (“API”)

Perpetual License:

- Source code and executable code will be provided for Pacer Software

Documentation: None.