United States Air Force ("Licensee") Rider to Contractor's Name ("Licensor") Software License Agreement for Air Force Research Laboratory (a U.S. Government user)

1. Scope. This USAF Rider ("Rider") and the attached License Agreement for the Contractor's Name ("Licensor") Software License Agreement establishes the terms and conditions enabling Licensor to provide Software and Services to U.S. Government agencies. The subject license has been granted to the Air Force Laboratory in support of the Name of the Program, as specified in the U.S. Government contract **FAXXXX-XX-X-XXXX Task Order (TO) FAXXXX-XX-X-XXXX**.

2. Applicability. The terms and conditions in the attached Licensor's Software License Agreement (refer to Attachment A) are hereby incorporated by reference to the extent they are consistent with United States Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. §§ 7101-7109), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)).

To the extent the terms and conditions in the Licensor's Software License Agreement are inconsistent with the Federal Law (*See* FAR 12.212(a) and DFARS 227.7202-1(a)), they shall be deemed deleted and unenforceable including, but not limited to the following:

(a) Contract Formation. Subject to FAR Sections 1.601(a) and 43.102, any future changes to this Rider or attached License must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties and assignment of this license to a third party. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(b) Termination. Clauses in Licensor's Software License Agreement referencing termination or cancellation are hereby deemed to be deleted. Termination shall be governed by applicable FAR and DFARS clauses in contract FAXXXX-XX-X-XXXX and TO FAXXXX-XX-X-XXXX, the Contract Disputes Act, 41 U.S.C. §§ 7101-7109, subject to the following exceptions:

Licensor may request cancellation or termination of the Software License Agreement if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section "(c)" below or if such remedy is otherwise ordered by a United States Federal Court.

(c) Consent to Government Law / Consent to Jurisdiction. Any disputes relating to the Licensor's Software License Agreement and to this Rider shall be resolved in accordance with the FAR, DFARS, DAFFARS and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. Consent to governing law, jurisdiction, and venue is subject to the Contracts Disputes Act of 1978 (41.U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. Provisions requiring the Government to be liable for the cost of taxes or to pay any local, state, or Federal taxes are hereby deleted.

(d) Licensee Indemnities. All Software License Agreement clauses referencing Licensee Indemnities are hereby deemed deleted. All Software License Agreement clauses that (1) violate the Department of Justice's right to represent the Government in any case, in accordance with 28 U.S.C. 516, and/or (2) require that the Government give sole control over the litigation and/or settlement to the Licensor, are hereby deemed deleted.

(e) Future Fees or Penalties. The Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) prohibits the U.S. Government from paying any fees or penalties beyond the Contract amount (including attorney's fees), unless specifically authorized by existing statutes, such as the Prompt Payment Act or Equal Access To Justice Act (31 U.S.C. 3901, 5 U.S.C. 504). All Software License Agreement clauses that violate the Anti-Deficiency Act are hereby deemed deleted. This includes, but is not limited to, provisions indicating paid services, fees, charges, and/or billing practices that would renew automatically until the licensee elects to cancel.

(g) Advertisements and Endorsements. Use of the name or logo of any U.S. Government entity is prohibited.

(g) Limitation on and Exclusion of Damages. If the Licensor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may, by contract or otherwise, perform the replacement or correction and charge to the Licensor any increased cost or make an equitable reduction in any fixed fee paid or payable under the Contract.

(h) Force Majeure. The Licensor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Licensor and without its fault or negligence, such as acts of God or the public enemy; acts of the U.S. Government in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; acts of terrorism; unusually severe weather; and/or delays of common carriers. The Licensor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars; shall remedy such occurrence with all reasonable dispatch; and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(i) Remedies. In the event of a violation of this agreement by either party, the process in FAR 52.233-1, Disputes, applies. Further, in the event of claims litigation, either party may seek injunctive relief; however, injunctive relief is not entitled.

(j) Entire Agreement. The Software License Agreement between the U.S. Government and the Licensor does not represent the entire agreement; rather, the Contract **FAXXXX-XX-X-XXXX Task Order (TO) FAXXX-XX-X-XXXX** represents the entire agreement between the U.S. Government and Contractor. The Licensor's Software License Agreement and this rider are incorporated as attachments and made a material part of the Contract.

X _____

LICENSOR

X _____

LICENSEE
Contracting Officer, XXXX/XX