

Pratt & Whitney Rocketdyne, Inc. (PWR)
A United Technologies Company

SOFTWARE LICENSE TERMS AND CONDITIONS
(Addendum to PWR GP1 or PWR GP3 or PWR GP6)

If in the performance of the Contract, Seller is required to license Software, the following terms and conditions shall apply:

1. DEFINITIONS

Whenever used in this Contract, the following additional terms, when capitalized, have the following meanings:

- a. "Critical Program Error" means any Program Error or Key, whether or not known to Buyer, that has or may have substantial adverse effect on the operations of Buyer or on use of the Goods.
- b. "Documentation" means user manuals for the Goods, all addenda, corrections, and new editions of these materials and any other materials, in any form, that Seller customarily provides to end-users of the Goods. Documentation includes, without limitation, all of the published specifications for the Goods as of the date the applicable Contract takes effect.
- c. "Key" means any key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, that restricts or may restrict exercise of any of the licenses granted under this Contract, based on residency on certain computing equipment, frequency or duration of use, or other limiting criteria.
- d. "Licensed Software" means the Program and its Documentation that has been authorized for Buyer use as defined by the terms of this Contract.
- e. "Normal Working Hours" means all or any portion of Seller's normal prime shift period, Monday through Friday.
- f. "Program" means each and every copy of the computer program or programs and all corrections, updates, new releases, and new versions of such program or programs, if any, ordered under this Contract, in any form.
- g. "Program Error" means code in any Program or information contained in any Documentation that makes the Licensed Software inoperable produces unintended results or actions, or produces results or actions other than those described in the Documentation or this Contract. Program Error includes, without limitation, any Critical Program Error.
- h. "Warranty Period" means the first ninety (90) days after acceptance of the Goods and any subsequent period during which Seller performs under the clause entitled "Support Services."

2. PRICES AND PAYMENT

Any price specified in the Contract for the purchase of a license to any of the Licensed Software is for a fully paid-up, non-exclusive, perpetual license under the clause entitled "License."

3. LICENSE

- a. Grant. With respect to all copies of the Program in object code form and all copies of the Documentation in any form, Seller hereby grants and shall grant to Buyer and its subsidiaries a fully paid-up, non-exclusive, perpetual, worldwide license to
 - (1) Use the Program on any computing equipment. This use right includes the right to share use of the Program by multiple central processing units or by multiple users, provided Buyer tenders the applicable license fee, if any, to Seller.
 - (2) Transfer the Program between computing equipment. This transfer right includes the right to upgrade any copy of the Licensed Software, provided Buyer tenders either the applicable object code upgrade fee or a sum equal to the difference between the then-current license fees for the current and the upgraded versions of the Licensed Software, whichever is less.
 - (3) Make additional copies of the Licensed Software as reasonably necessary for backup or archival purposes or for benchmark or other temporary testing.

- (4) Combine the Program with one or more other programs, provided any portion of the Program involved continues to be subject to the terms and conditions of this Contract.
- (5) Make, or have made, additional copies of the Licensed Software within the Site, provided the Contract specifies "Site License." This reproduction right includes the right to make, or have made, as many copies of the Licensed Software as may be required to satisfy Buyer requirements within the Site.
- (6) Change the form of the Documentation. This conversion right includes the right to edit and reformat any of the Documentation. It also includes the right to convert any of the Documentation into machine-readable form, whether for online or other kinds of electronic access to it, provided Buyer tenders the aggregate purchase price, if any, of those tangible copies of the Documentation supplanted by the conversion.
- b. Surplus or Disposal. No license granted under this Contract is transferable except to another party in connection with the surplus or disposal of any computing equipment, provided the transferee agrees to assume and comply with all of Buyer's obligations under this Contract with respect to the Licensed Software involved or has a license Contract with Seller, covering the Licensed Software.
- c. Confidentiality Obligations. Buyer is not obligated to keep confidential the Licensed Software in object code form. Nothing in this Contract is intended to establish, or should be construed as establishing, any kind of confidential relationship between Buyer and Seller with respect to the Licensed Software in object code form, regardless of any markings, screen displays, or other notices given by Seller at any time. Except in the event of a breach of any representation or warranty set forth in the paragraph entitled "No Restrictions," Buyer shall refrain from any reverse compilation, disassembly, or other attempt to obtain the Licensed Software in source code form.
- d. No Restrictions. Except for the functions and features expressly disclosed in the Documentation, Seller represents and warrants that the Program
 - (1) Contains no hidden files.
 - (2) Will not replicate, transmit, or activate itself without control of a person operating the computing equipment on which it resides.
 - (3) Will not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides.
 - (4) Contains no Key.

Provided and to the extent the Program has any other of the foregoing attributes, Seller further represents and warrants that this Contract and the Documentation together provide Buyer with the algorithms, specifications, and other code or information required to exercise any license granted under this Contract without restriction. In the event Seller breaches either of these warranties for any reason and fails to cure the breach within the first six (6) hours of its Normal Working Hours following receipt of Buyer's deficiency notice, Buyer may reverse compile, disassemble, or otherwise obtain such algorithms, specifications, other code or information from the Licensed Software or any other program materials. The Buyer then may use them to conform or restore the Licensed Software to the condition first warranted under paragraphs 3.d.(1) through (4) inclusive.

- e. Availability of Source Code. In the event any proceeding, voluntary or involuntary, is commenced relative to Seller pursuant to a statute relating to bankruptcy, insolvency, reorganization of debts, liquidation, winding-up or dissolution, Seller agrees to work with Buyer to license to Buyer upon reasonable terms and conditions the source code corresponding to the Licensed Software. This obligation to license the source code shall only apply if:

- (1) Buyer makes a written request for such a license from Seller.
- (2) Seller, at the time of the request, had a support and/or maintenance obligation to Buyer, as described in the section entitled "Support Services" herein, that it was unable or unwilling to fulfill.
- (3) Seller is unable to obtain the services of a third party to fulfill Seller's support and/or maintenance obligation; and
- (4) Seller, after reasonable inquiry and effort, is unable to fulfill the support and/or maintenance obligations through a third party.

In the case of a voluntary or involuntary bankruptcy, to the extent the court allows such a license:

- (1) Any source code license shall be limited to use by Buyer on Buyer's central processing units to provide support and/or maintenance obligations.
- (2) The costs of any license procured for Buyer, subject to this section, shall be born solely by Buyer. Buyer shall also reimburse any costs incurred by Seller in assisting Buyer in obtaining such license.
- (3) This license includes the right to authorize employees or agents of Buyer's Sellers or subcontractors who are performing work for Buyer on Buyer premises to perform any of the activities described above.

4. WARRANTIES

Seller warrants the following to Buyer during the Warranty Period:

- a. Media Defects. The media on which the Licensed Software is provided to Buyer shall be free of defects in material and workmanship.
- b. Functions and Features. The Program shall possess the functions and features contemplated by the Documentation.
- c. Performance. The Program shall perform in accordance with the Documentation.
- d. Program Errors. The Licensed Software shall be free of any Critical Program Errors.
- e. Compatibility. The Program shall be compatible with the operating system, application programs, computing equipment, and networks contemplated by the Documentation.
- f. Conformance to Requirements. The Licensed Software shall conform in all respects to all of the requirements of this Contract.
- g. Manufacturer Warranties. Seller shall pass on to Buyer for Buyer's enforcement, all manufacturer warranties applicable to the Goods.

5. GENERAL PERFORMANCE

Seller represents and warrants that Seller has the legal right to enter into and perform its obligations under this Contract, including, without limitation, the right to deliver, pass title to, and grant a license with respect to the Goods.

6. SUPPORT SERVICES

During the Warranty Period, Seller shall provide the following support services at no charge to Buyer. Thereafter, Seller shall provide the following support services when ordered under a Buyer Contract, at a price to be mutually agreed upon. Such price shall, in no event, exceed Seller's standard price for the provision of support services.

- a. Software Maintenance. Seller shall deliver to Buyer all corrections, updates, new releases, or new versions of the Program, together with all accompanying Documentation, promptly after final testing, but in no event later than the date made available to Seller's general customer base. Buyer may, but need not, use any, some, or all of these program materials.
- b. Hot Line. Seller shall maintain a telephone hot line with which Buyer can report Program Errors to Seller twenty-four (24) hours a day, seven (7) days a week, or obtain ongoing technical assistance as

may be required for Buyer to understand and use the Licensed Software. The hot line shall be available for live communication during Seller's Normal Working Hours. If unable to provide live communication for all or any portion of the remaining twenty-four (24) hours a day, Seller shall provide a telephone message recording device that will effectively record Buyer's reports.

- c. Diagnostic Data. From time to time, Seller may request, and Buyer shall furnish (to the extent it has the legal right to do so), certain data generated by the Program as reasonably required by Seller to perform its obligations under this clause. Such data will be treated as Buyer's Proprietary Information in accordance with the clause entitled "Proprietary Information" regardless of the markings, screen displays, or other notices provided, or not provided, on or in conjunction with such data.

7. INTEGRATION WITH CONTRACT

General Provisions (Fixed Price Contract) PWR GP1 or PWR GP3 or PWR GP6, is incorporated herein by reference.