UNISYS MCP MARK XIII SOFTWARE EDUCATIONAL/HOBBYIST LICENSE AGREEMENT

This UNISYS MCP MARK XIII SOFTWARE EDUCATIONAL/HOBBYIST LICENSE AGREEMENT (this "**Agreement**") is made between Unisys Corporation, having offices at 801 Lakeview Drive, Blue Bell, Pennsylvania 19422 ("**UNISYS**"), and _____, a _____, having offices at _____ ("**LICENSEE**") effective as of the date of UNISYS's signature below (the "**Effective Date).**

WHEREAS, UNISYS has developed certain computer programs and related documentation commonly known as the MCP Mark XIII software environment for the B5500 Burroughs mainfraime computer (the "**Program**") which embody and reflect certain proprietary information of UNISYS, and

WHEREAS, LICENSEE desires to utilize the Program for educational and/or non-commercial hobbyist purposes, UNISYS wishes to assist LICENSEE in accomplishing this and is willing to provide LICENSEE limited licenses to the Program as stated below, and

WHEREAS, UNISYS is willing to license LICENSEE the Source Code for the Program and any standard Program documents, manuals and written materials plus any other developer documents, manuals and written materials with respect to the Program (the "**Program Materials**") solely for the purpose or purposes described in this Agreement,

NOW, THEREFORE, UNISYS and LICENSEE agree as follows:

1. DEFINITIONS

1.1 "Derivative Works" means modifications and enhancements created by LICENSEE to the Program and Program Materials, in Source Code and Object Code format, that are based upon the Program pursuant to the license terms in Section 2.1.

1.2 "Intellectual Property Rights" means (by whatever name or term know or designated) copyrights, Trade Secrets, patents, and any other intellectual and industrial property and proprietary rights (excluding trademarks) including registrations, applications, renewals, and extensions of such rights anywhere in the world.

1.3 "Object Code" means all or any portion of machine-readable and executable code of the Program.

1.4 "Source Code" means all or any potion of human readable code of the Program.

2. LICENSE; NO DELIVERY

2.1 UNISYS hereby grants LICENSEE a personal, internal to LICENSEE only, non-exclusive, fully-paid right and license, including the right to sublicense for use and to copy (only to the extent reasonably necessary for LICENSEE to make and support Derivative Works), compile, modify, enhance and create Derivative Works of the Program and Program Materials solely for LICENSEE's non-commercial educational or hobbist purposes, internal use and internal support.

2.2 LICENSEE shall reproduce all confidentiality notices, copyright notices, limited rights legends, restricted rights legends and other proprietary rights notices contained within the Source Code.

2.3 UNISYS hereby authorizes LICENSEE to do the following with the Program and Program Materials solely for non-commercial educational or hobbyist purposes:

    (a) Preserve the Program by (i) storing the Program in different formats; (ii) copying the Program onto stable media as needed; and (iii) tagging the Program with metadata for easy identification and classification.

    (b) Allow the Program to be run in simulators, or actual hardware.

    (d) Provide the Program and Program Materials to private individuals ("LICENSEE Users"), wherein the LICENSEE Users will be subject to the responsibilities set forth in Section 2.2 and enjoy the rights granted in Sections 2.1, 2.3(a) and 2.3(b). LICENSEE will not authorize or encourage LICENSEE Users to remove confidentiality notices, copyright notices, limited rights legends, restricted rights legends and other proprietary rights notices contained within the Programs and Program Materials to which they have access.

2.4 UNISYS has no obligation to deliver the Program or Program Materials to LICENSEE; LICENSEE must collect the materials through its own resources.

3.   OWNERSHIP.

3.1   Title to, ownership of and all Trade Secrets and other proprietary and−Intellectual Property Rights in the Program, Program Materials and Derivative Works and all copies thereof are reserved to and will at all times remain with UNISYS. Except for the limited license granted to LICENSEE in this Agreement, LICENSEE shall not assert any right, title, or interest in or to any of the Program, Program Materials and/or Derivative Works or any proprietary or Intellectual Property Rights therein.

3.2   UNISYS and LICENSEE agree to attempt to resolve, reasonably and in good faith, such transitional issues or issues of an administrative nature that may arise after the Effective Date, but which are not covered, or which have not been anticipated, by this Agreement with the license right granted from UNISYS to LICENSEE hereunder.

4.   INDEMNIFICATION.

4.1   LICENSEE shall defend, indemnify, and hold harmless UNISYS and its suppliers from and against any damages, liabilities, costs, expenses (including reasonable attorney's fees) claim, demand, suit, or proceeding (an "**Action**") to the extent that such Action alleges that modification of the Program, Program Materials, or any portion thereof by LICENSEE or a LICENSEE User, infringes any third-party copyright, patent, trademark, trade secret or any other proprietary right, provided that UNISYS gives written notice of the Action (a "**Notice**") to LICENSEE and that LICENSEE shall control and direct the defense of settlement of such Action. UNISYS may opt to participate in the defense of an Action after the defense or settlement thereof has been assumed by LICENSEE, provided UNISYS bears any legal fees and expenses and other costs of defense it incurs in so participating.

5.   NO WARRANTIES. THE PROGRAM AND PROGRAM MATERIALS ARE PROVIDED TO LICENSEE "AS IS"AND UNSUPPORTED. UNISYS MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES WITH RESPECT TO THE PROGRAM AND/OR PROGRAM MATERIALS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY GUARANTY, REPRESENTATION OR WARRANTY ON THEIR CONDITION, CONFORMITY TO ANY DESCRIPTION OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS IN THE PROGRAM OR PROGRAM MATERIALS OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNISYS SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE PROGRAM AND PROGRAM MATERIALS.

6.   LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE PROGRAM AND/OR PROGRAM MATERIALS.

7.   TERM AND TERMINATION

7.1   The term of this Agreement will commence upon the Effective Date and will continue indefinitely unless otherwise terminated as provided herein.

7.2   UNISYS may terminate this Agreement immediately upon notice to LICENSEE if LICENSEE breaches any provisions of this Agreement and does not cure the breach to UNISYS's satisfaction within 30 days after receiving notice of breach.

7.3   Upon termination of the Agreement, the licenses granted to LICENSEE in this Agreement will terminate as well. Thereafter, LICENSEE will immediately destroy the Program and Program Materials and all copies thereof in its possession or under its care. LICENSEE will certify to UNISYS in a writing signed by an officer of LICENSEE that it has fully complied with the foregoing and no copy of the Program and/or Program Materials remains in LICENSEE's possession or under its control. LICENSEE will provide UNISYS with this certification.

7.4   The provisions of Sections 3, 4, 6, 7.3, 7.4 and 10 shall survive the termination of this Agreement.

8.   NO ASSIGNMENT. This Agreement may not be assigned by LICENSEE without the prior written consent of UNISYS and any attempt to assign it in violation of this provision will be void.

9.   ENTIRE UNDERSTANDING. This Agreement sets forth the entire understanding between the parties with respect to the matters set forth herein and supersedes all prior representations, understandings or agreements, whether written or oral**,** express or implied, with respect to this transaction.

10. **GOVERNING LAW**. This Agreement is governed by and interpreted in accordance with the laws of the State of Pennsylvania.

11. **WAIVERS**. Any waiver of any provision of this Agreement, or a delay by either party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver, nor create an expectation of non-enforcement of that or any other provision or right.

12. **RELATIONSHIP OF PARTIES**. The parties are independent contractors under this Agreement and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, or master/servant relationship. Neither party shall act in a manner that expresses or implies a relationship other than that of independent contractor, nor bind the other party.

13. **NOTICES**. Any notice required to be given under this Agreement must be given in writing and will be effective on receipt when delivered to the party at the address stated on the first page of this Agreement, or to such other address as such party may designate by written notice in accordance with the provisions of this Section.

If to UNISYS:

Chief Intellectual Property Counsel
Office of the General Counsel
Unisys
Suite 100
801 Lakeview Drive
Blue Bell, PA 19422

If to LICENSEE:

_____

_____

_____

_____

_____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives below.

LICENSEE: _____   **Unisys Corporation**

By: _____   By: _____

Name: _____   Name: Robert Supnik

Title: _____   Title: Vice President, Engineering and Supply Chain

Date: _____   Date: _____