



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu driven database system.

The INTERNET address for GSA Advantage! is:

<http://www.gsaadvantage.gov>

SCHEDULE TITLE: 66 II J Test and Measurement Equipment, Scientific Vehicles and Services.

CONTRACT NUMBER: **GS-07F-0187W**

FSC CLASS(ES): **6625 and H999**

PERIOD COVERED BY CONTRACT:

January 15, 2010 through January 14, 2015

CONTRACTOR INFORMATION:

Aerosystems International, Inc.

5850 T.G. Lee Blvd, Suite 260

Orlando, FL 32822

Telephone: 407-381-0329

Facsimile: 407-381-7813

Email: sales@us.aeroint.com

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at <http://www.fss.gsa.gov>

BUSINESS SIZE: Large

DUNS: 020913732



Schedule Holder GS-07F-0187W

CONTRACTORS ADMINISTRATION SOURCE:

Mr. Brian Taylor
 5850 T.G. Lee Blvd.
 Suite 260
 Orlando, FL 32822

Telephone: 407-381-0329 ext 103
 Facsimile: 407-381-7813
 Email: brian.taylor@us.aeroint.com

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<u>SIN</u>	<u>DESCRIPTION</u>
602-40	Avionics Test Equipment
627-1007	Introduction of New Services/Products (INSP)
627-2005	Technical Training and Support (TTS)
627-2006	Technical/Application Development Support (TADS)

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

<u>SIN</u>	<u>MODEL</u>	<u>PRICE</u>
602-40	SMART Time Source (STS)	\$2,267
627-1007	Combined Arms Gateway Environment (CAGE) / TDL-S-CAGE-Ael-Vxx	\$36,272.04
627-2005	N/A (Services)	N/A (Services)
627-2006	N/A (Services)	N/A (Services)

1c. HOURLY RATES: N/A

2. Maximum Order Limitation: \$300,000*

*If the “best value” selection places your order over the Maximum Order Limitation identified in this catalog/pricelist, you have the opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order limitation may be placed under the Schedule contract in accordance with FAR 8.404.

3. Minimum Order: \$100.00

4. Geographic Coverage:

Destination – 48 contiguous states and Washington DC.

CONUS port or consolidation point – Alaska, Hawaii, Puerto Rico and U.S Territories.

CONUS port or consolidation point – Orders received from overseas activities.

5. Point(s) of Production: Orlando, FL 32822

6. Discount from List Prices: 10%

The Industrial Funding Fee (IFF) is a separate collection mechanism and any increase or decrease in the fee does not change the price discount relationship stated above. The current IFF is 0.75% and should be calculated as follows: Negotiated price divided by (1 minus 0.0075) which equates to Negotiated price divided by 0.9925. Example: (\$100,000/0.9925) = \$100,755.67.

7. Quantity/Volume Discount: 15% from list for quantities of 5 to 10.
20% from list for quantities of 11 and above.

8. Prompt Payment Terms: Net 30

9a. Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9b. Government Purchase Cards are accepted above the micro-purchase threshold.

10. Foreign Items: None

11a. Time of Delivery: 30 days ARO

11b. Expedited Delivery:

15 days ARO. Note, expedited orders are shipped by 2nd day FedEx and incur a \$65.00 fee.

11c. Overnight & 2-Day Delivery:

Contact company for overnight. See above for 2nd day delivery.

11d. Urgent Requirements: Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB Point(s): Destination

13a. Ordering Address:

Aerosystems International, Inc
5850 T.G. Lee Blvd
Suite 260
Orlando, FL 32822-4411

13b. Ordering Procedures: For supplies and services, the ordering procedures information on Blanket Purchase Agreements (BPA's) are found under FAR 8.4053.

14. Payment Address:

Aerosystems International, Inc.
5850 T.G. Lee Blvd
Suite 260
Orlando, FL 32822

15. Warranty Provision:

Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.

16. Export Packaging Charges: N/A

17. Terms and Conditions of Government Purchase Card Acceptance:

Accepted up to and above the micro-purchase level.

18. Terms and Conditions of Rental, Maintenance, and Repair: N/A

19. Terms and Conditions of Installation: N/A

20a. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices (If Available): N/A

20b. Terms and Conditions for Any Other Services (If Applicable): N/A

21. List of Service and Distribution Points (If Applicable): N/A

22. List of Participating Dealers (If Applicable): N/A

23. Preventative Maintenance (If Applicable): N/A

24a. Special Attributes Such As Environmental Attributes: N/A

24b. Section 508 Compliance for EIT: N/A


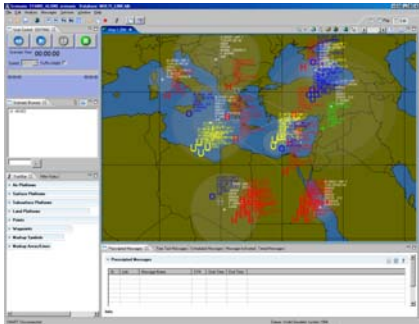
25. Data Universal Number System (DUNS): 020913732



26. Notification Regarding Registration in CCR: Registered currently




GSA PRICE LIST


SIN 627-2005 Technical Training and Support (TTS)					
GSA Price List			Effective Date: January 1, 2010		
Course Title	Course Length	Course Requirements	GSA Price W/O IFF	GSA Discount off Standard Price	Standard Price/ (per course)
AGILE Users Course	5 days	Must be conversant in Link 16 Operation, max student class size is ten.	\$21,150.00	10.00%	\$21,309.82
SIN 627-2006 Domestic & International Price (incl. IFF) January 1, 2010					
Labor Category	Description		GSA Price W/O IFF	GSA Discount off Standard Price	GSA Price Including IFF Fee
Consultant	Subject matter or industry expert in technical or functional field. Provide consultative services for projects related to the area of expertise. Product / review deliverables.		\$172.81	10.00%	\$174.11
Sr. Project Manager	Plan and direct technological improvements and project management implementation. Manage diverse functional, technical and administrative activities.		\$159.52	10.00%	\$160.72
Project Manager	Manage one or more projects. Provide business, technical, and personnel management of project activities. Previous project management experience.		\$143.38	10.00%	\$142.30
Sr. Systems Engineer	Analyze systems requirements. Interface system requirements including networks, operating systems, legacy systems and high-end technologies to provide systems solutions.		\$159.52	10.00%	\$160.72
Systems Engineer	Analyze systems requirements. Design systems Architectures. Interface system requirements including networks, operating systems, legacy systems and high-end technologies to provide systems solutions.		\$130.09	10.00%	\$131.07


Labor Category	Description	GSA Price W/O IFF	GSA Discount off Standard Price	GSA Price Including IFF Fee
Sr. Software Engineer / Developer	Plan and design complex software development task, including coding, configuring, testing, and documenting. Supervise more junior developers.	\$123.30	10.00%	\$124.23
Software Engineer / Developer	Plan and design complex software development task, including coding, configuring, testing, and documenting.	\$112.50	10.00%	\$113.35
Technician	Assist in installation, configuration, and integration of hardware, software and network components as directed.	\$99.00	10.00%	\$99.74
Data Analyst	Responsible for the collection, analysis and dissemination of functional, technical, and administrative data. Work under the supervision of a more senior project or technical manager.	\$99.00	10.00%	\$99.74
Technical Author	Technical Publication Engineers will originate and maintain technical data (text/images) for eventual delivery to Customers as either electronic data, IETM/IETP, hard copy or fiche publications in support of the operation and ground maintenance of air-based products. Activities to include the provisioning, preparation, research, production and subsequent maintenance of technical support documentation/data to include aircrew publications, instructions and maintenance publications, modification leaflets, wiring diagrams, training aids and structural/battle damage repair publications.	\$67.50	10.00%	\$68.01
Technical Illustrator	The Technical Illustrator will produce basic illustrations, diagrams, graphics and schematics for technical publications. Uses established artwork systems to store and retrieve illustrations. Applies basic knowledge of product compliance with commercial, government and organizational standards to produce graphics.	\$67.50	10.00%	\$68.01


Item #	Product Name & Part #	Product Description & Part Number	Unit	GSA Price Inc IFF Fee
001 Part #: TDL-S-AGILE- Ael-Vxx	AGILE Scenario Generator Single Link Includes: AGILE & DAMSL (Single Link) 	<p>AGILE is a complete software system designed to interface to data link terminals through other Aerosystems products, either a TADIL Remote Translator (TRT) or the SIMPLE Management and Routing Tool (SMART). AGILE is designed to generate, or receive Distributed Interactive Simulation (DIS) Protocol Data Units (PDU) to generate tactical data for integrated platform sensors. It interfaces with other third party scenario generators. AGILE also has a significant role to play in data link training environments.</p> <p>The necessary complexity of tactical data link technology has imposed a requirement for rigorous, methodical testing of systems under development. Therefore, a requirement exists for an automated testing tool capable of multiple tactical data link operation and sensor supply, which accurately simulates events in a real tactical situation. AGILE fulfils this requirement for Link 1, Link 11, Link 11B, Link 16, ATDL-1 and Interim JTIDS Message Specification (IJMS) operation, but with the flexibility to easily include further data links as required e.g. Link 22. The flexibility to include additional data links is achieved by use of Ael's Dictionary and Message Specification Language (DAMSL) product. Further to this, AGILE may be tailored to suit project-specific requirements as defined in Message Implementation Plans, by means of adjustments to the DAMSL database and AGILE configuration files, without having to recompile software.</p> 	Ea	\$86,146.10

Item #	Product Name & Part #	Product Description & Part Number	Unit	GSA Price Inc IFF Fee
002 Part #: TDL-S-Smart-Ael-Vxx	SMART (SIMPLE Management and Routing Tool) 	SMART (Standard Interface for Multiple Platform Link Evaluation) provides a unified network structure for conducting Tactical Data link (TDL) interoperability testing. It enables different equipments to be exercised in a known and controlled environment. Their performance can be recorded and assessed, and divergences from the requirements of the relevant Standardization Agreements (STANAGs) can be noted.	Ea	\$7,707.81
003 Part #: TDL-S-SMART-TRT-Inc-Ael-Vxx	SMART TRT (SIMPLE Management and Routing Tool TADIL Remote Translator) 	<p>The SMART TRT (Software License) is an executable that manages interfaces for a number of types of JTIDS radios enabling Link 16 message traffic to be transmitted and received on those interfaces. The SMART TRT can provide one or more of these interfaces depending on the application. In addition to Link 16 message traffic, terminal operational status, command, and initialization functions are also provided to allow the user to control the terminal using the SMART TRT without any other supporting equipment. The SMART TRT uses a Client/Server mechanism for transmitting and receiving Link 16 traffic, and allows multiple nodes to have access to the data received by the SMART TRT from a JTIDS network. The most important of these is the AGILE application which allows message analysis and generation. The SMART TRT interfaces with multiple external interfaces simultaneously. The SMART TRT is allowing shutdown and restart without affecting other applications. The SMART TRT uses SMART as a transport mechanism for Link16 message transfer with other SMART applications.</p> <p>The SMART TRT provides all MIDS LVT1 and Class II interfaces using unique connections to Link 16 hardware. Class II and MIDS interfaces each have unique requirements. The SMART TRT currently interfaces with MIDS LVT1 Terminals (Platforms A, B, and I), E8, F15 and MCE. New interfaces are continually being added.</p>	Ea	\$7,707.81

Item #	Product Name & Part #	Product Description & Part Number	Unit	GSA Price Inc IFF Fee
004 Part #: TDL-S-STS- Ael-Vxx	STS (SMART Time Source) 	STS (Software License) (SMART Time Source), provides an interface between the applications connected to the SMART network and a GPS Time Server. Smart Time Source delivers a SIMPLE message to all applications on the SMART network at the same time the GPS Time Server delivers its 1 pulse per second signal to a Datalink Terminal.	Ea	\$2,267.00
005 Part #: TDL-S-SDR- Ael-Vxx	SDR (SMART Data Replay) 	SDR (SMART Data Replay) is used in conjunction with SMART recording files. As SMART routes SIMPLE messages through the network a recording of all data traffic may be produced. After a recording is produced SDR allows the User to play back the recording over the SMART Network.	Ea	\$2,267.00
006 Part #: TDL-S-DERG- REC-Ael-Vxx	DERG Recorder 	DERG Recorder is used to record and playback Link 16 message traffic over a SMART network in a standard format to allow the use of other analysis programs implementing the DERG Standard. Data is recorded in either binary or text DERG formats. Although binary format is more efficient for recording and is used for playback, text formats (viewable using MS Notepad) are used by a number of third party analysis programs and are easily read. The DERG Recorder application uses an Ael proprietary DAMSL database to decode message traffic into a user-readable format. This database can be edited by the user to implement changes to the Link 16 standard (MIL-STD-6016 or STANAG-5516) as with other Ael applications.	Ea	\$11,335.01



Item #	Product Name & Part #	Product Description & Part Number	Unit	GSA Price Inc IFF Fee
007 Part #: TDL-S-DATM- Ael-Vxx	DATM (Data and Transaction Monitor) 	<p>DATM (Software License) (Data and Transaction Monitor) provides the capability to monitor received Link 16, IJMS and Link 11 messages. The message data received is displayed to the operator as a summary of the time the message was received, the source of the message and the type of message received and the network in which the message was received. The operator can view more information on any message by highlighting it. The message details can be viewed in either man readable text or numeric form. Numeric data can be viewed in binary, octal, decimal or hexadecimal format. The message review can be performed both on-line to provide a dynamic set of message data and off-line on recorded message data. During the on-line message review the message data can be paused to allow the operator to halt the scrolling list of messages. Offline Message review is accomplished by opening a SMART recording. The Message Review allows multiple message review windows to be opened simultaneously, all containing different sets of filtered message data. Each message review window can be named in order to increase clarity.</p> <p>The information displayed within the message review can be configured by the operator allowing detailed filtering to be applied to reduce the message information presented to cover only that data that is of interest. Due to the nature of data link operations any TDL system receives a large number of data link messages, many of a similar type (e.g. J3.2 Air Track reports). All of these messages can be displayed to the operator. However, in the majority of cases the operator only wants to view certain messages of interest. The Message Review provides a comprehensive set of message filtering functions that allow the operator to define filtering criteria meaning that only those key messages of interest are presented to the operator without the operator having to search for them manually.</p>	Ea	\$4,987.41


Item #	Product Name & Part #	Product Description & Part Number	Unit	GSA Price Inc IFF Fee
008 Part #: TDL-S-DBED- Ael-Vxx	DBED (Data Base Editor) 	<p>Ael's DBED is used to translate data between the formats required by the applications and the terminals and obtain definitions of the platforms that participate in tactical data link networks and the objects on which they report. The database system, referred to as DAMSL (Dictionary and Message Specification Language) comprises three elements:</p> <ul style="list-style-type: none"> • The DAMSL database itself. • The database access software, that provides the interface with the applications. • The database editor (DBED). <p>Each database is verified against a particular MILSPEC, or STANAG, at a specified revision level prior to its release to the customer and consequently, should not normally require any maintenance. However, when a revision is made to a MILSPEC, or STANAG, the message definitions, data buffers and platform definitions in the supporting DAMSL database may need to be modified to accommodate the changes. DBED enables these changes to be made. You may also use DBED to incorporate National Specific or Classified in house alleviating export and security concerns. The DAMSL database contains three categories of information:</p> <ul style="list-style-type: none"> • Message definitions • Platform definitions • Application interface information <p>Placing this information in a database enables modification without compromising the integrity of the applications software. This enables a rapid response to any changes in the specifications of the systems that the application software supports.</p>	Ea	\$11,335.01

Item #	Product Name & Part #	Product Description & Part Number	Unit	GSA Price Inc IFF Fee
009 Part #: TDL-K- LTS1-Ael- V01	AGILE Ruggedized Laptop Test Station 	<p><u>Hardware</u></p> <p>Panasonic Tough Book Single Channel PCMCIA 1553 Interface Card</p> <p><u>Software</u></p> <p>AGILE (Aerosystems' Generic Integrated Link Environment) SMART (Simple Message and Routing Tool) SMART TRT (TADIL Remote Translator) DERG (Data Extraction & Reduction Guide) Recorder DAMSL (Dictionary and Message Specification Language) Database DBED (Database Editor)</p>	Ea	\$93,400.50

Item #	Product Name & Part #	Product Description & Part Number	Unit	GSA Price Inc IFF Fee
010 Part #: TDL-K-RTS1-Ael-Vxx	AGILE Ruggedized Portable 19" Rack Test Station	<div style="display: flex; justify-content: space-around; align-items: center;">   </div> <p><u>Hardware</u></p> <p>Ruggedized Transport Case with Integral 19 Inch rack Work Station (4U) Single Channel PCI 1553 Interface Card Dual Display Rack Mounted Monitor Rack Mounted Keyboard and Track Ball (1U) PTF (Precise Time and Frequency) GPS (1U) GPS Antenna with Cables</p> <p><u>Software License</u></p> <p>AGILE (Aerosystems' Generic Integrated Link Environment) SMART (Simple Message and Routing Tool) SMART TRT (TADIL Remote Translator) DERG (Data Extraction & Reduction Guide) Recorder STS (SMART Time Source) DAMSL (Dictionary and Message Specification Language) Database DBED (Database Editor)</p>	Ea	\$141,438.29

Item #	Product Name & Part #	Product Description & Part Number	Unit	GSA Price Inc IFF Fee
011 Part #: TDL-K-TSMR- Ael-V02	AGILE Rack Mounted Laboratory Test Station	<div style="text-align: center;">  </div> <p><u>Hardware</u></p> <p>19 Inch rack (25 U) Work Station (4U) Single Channel PCI 1553 Interface Card Rack Mounted Keyboard and Display (1U) PTF (Precise Time and Frequency) GPS (1U) MIDS Terminal Mounts, Wiring, and Power Supply for LVT1 Terminals Encryption Interface Bay Cabling for MIDS Terminal, GPS, and Processor</p> <p><u>Software</u></p> <p>AGILE (Aerosystems' Generic Integrated Link Environment) SMART (Simple Message and Routing Tool) SMART TRT (TADIL Remote Translator) DERG (Data Extraction & Reduction Guide) Recorder</p> <p><u>STS (SMART Time Source)</u></p> <p>DAMSL (Dictionary and Message Specification Language) Database DBED (Database Editor)</p>	Ea	\$222,166.25

Item #	Product Name & Part #	Product Description & Part Number	Unit	GSA Price Inc IFF Fee
<p>012</p> <p>Part #: TDL-F16-PTT-Ael-Vxx</p>	<p>F-16 PTT</p> <p>Link 16 Cockpit Part Task Trainer</p> 	<p>The F-16 Data Link Part Task Trainer (PTT) provides pilots with a simplified environment for initial exposure to Data Link operations. Flat panel cockpit and out the window displays, along with realistic stick and throttle flight controls emulate a pilot's real-world F16 flying experience. Valuable F16 Data Link training is provided in a safe, cost effective and realistic environment.</p> <p>The Data Link representation in the cockpit is centered on a Multifunction Display screen emulating the Data Link tactical display of the F16. The PTT includes an instructor work station that allows the user to operate in a standalone mode with no data provided from external interfaces. Flexible and robust, the F-16 Glass OpenGL Avionics Display allows pilots to train like they fly, and fly like they train.</p> <ul style="list-style-type: none"> •The F-16C PTT provides in-the-loop training for avionics and aircraft systems. •The basic PTT includes both heads-up and heads-down LCD displays, with hi-fidelity HOTAS (Hands On Throttle And Stick) controllers, and touch screen interface. •The PTT mimics the F-16 aircraft displays including ICP (Integrated Control Panel), MFDs (Multi-Function Displays) along with analog flight and engine instrumentation. •The PTT is Microsoft Windows based and includes COTS (Commercial Off-The-Shelf) hardware for simplicity, reliability, and spares replacement. •Optional items available include a complete IOS (Instructor Operator Station) and DIS/HLA network interface. •The PTT supports standard UDP Ethernet connectivity via web-based LAN or network Hub. 	<p>Ea</p>	<p>\$149,622.17</p>

Item #	Product Name & Part #	Product Description & Part Number	Unit	GSA Price Inc IFF Fee
013 Part # TDL-S-CAGE-Ael-Vxx	<p style="text-align: center;">CAGE</p> <p style="text-align: center;">(Combined Arms Gateway Environment)</p> 	<p>CAGE (Combined Arms Gateway Environment) allows the user to plan and manage all aspects of their missions, utilizing an easy to use, intuitive Man Machine Interface. This allows planning to be conducted at any level, from full force through to individual sorties. Users are able to assemble Mission plans quickly to suite everything from detailed tasking with complex mission constraints to short and no-notice Combined Air Operations.</p>	Ea	\$36,272.04

Item #	Product Name & Part #	Product Description & Part Number	Unit	GSA Price Inc IFF Fee
<p>014 Part # TDL-S- MLM-Ael- Vxx</p>	<p>MLM (Multi-Link Manager)</p>	<p>The Multi-Link Manager (MLM) provides a fully integrated, innovative, range of Network Manager (NM) and Joint Interface Co-ordination Officer (JICO) tools required to plan, assess, monitor, dynamically manage and analyze complex multi-TADIL networks including Link 11, Link 16 and IJMS. The Link 16 MLM system provides the software and hardware to support a single operator standalone Link 16 NM capability for use with a MIDS LVT 1 terminal.</p> <p>Meeting demanding operational requirements, MLM can be operated as a single terminal based solution or a multi-terminal solution. Terminals can be controlled independently, by associated network or as a whole, allowing fast system initialization and network participation so efficiency and effectiveness is improved. The JPC-MTMS supports the NM/JICO through all phases of the mission providing the following capabilities:</p> <ul style="list-style-type: none"> • Deployable Modular Crate Based or Rack Mountable Solution • Link 16 Planning and Assessment • Remote MIDS Terminal Control • Mission Management • Situation Awareness Display • Dynamic Network Management • Link 16 Network Performance Monitoring • Track Picture Management • Platform Connectivity Management • Frequency Clearance Agreement (FCA) Monitoring • Free Text Management • Message Analysis • Operator Alert Management • Recording, Playback and Analysis 	<p>Ea</p>	<p>\$276,574.31</p>

Item #	Product Name & Part #	Product Description & Part Number	Unit	GSA Price Inc IFF Fee
		<ul style="list-style-type: none"> • Initialization data transfer and updates • Status block monitoring; full power and terminal discrete control • Built in-test and diagnostics • Link 16 voice routing • Monitoring and use • Remote DTS control and monitoring • Remote clear/secure HF/ UHF voice 		
015 Part #: TDL-C- MLM-Ael- Vxx	Multi- Link Manager Operators Work Station (MLM)	Client System provided with perpetual Software license for use with MLM core system as the operators work station, supplied together with standard hardware configuration.	Ea	\$37,624.99

**END-USER LICENSE AGREEMENT FOR
AEROSYSTEMS INTERNATIONAL Inc (BAE Systems Ael) SOFTWARE PRODUCTS**

IMPORTANT – READ THIS ENTIRE AGREEMENT CAREFULLY: This End-User License Agreement (“EULA”) defines general terms and conditions of purchase for licensed software products procured through the GSA Schedule 66 contracts.

PLEASE NOTE- READ CAREFULLY: The SOFTWARE pre-installed on the accompanying Hardware, (if supplied), or provided via electronic media is copy-protected. Any attempt to copy this SOFTWARE may result in deactivation of the SOFTWARE.

WHEREAS:

The Licensor owns or is protecting the copyright and other intellectual property rights in the **SOFTWARE Products**. The Licensee wishes to use the SOFTWARE from the Licensor exclusively for TDL software products. The Licensor wishes to grant an End-User License to the Licensee to use the SOFTWARE in accordance with the following terms and conditions.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

The following terms utilized in this Agreement and/or in the Schedules to this Agreement shall have the following meanings:

- (a) **“Customer Software Using “SOFTWARE Products”** mean the executable form of the computer software application developed by or on behalf of Licensee using licensed software from BAE Systems Ael.
- (b) **“Documentation”** means any manuals or other documentation relating to the SOFTWARE and supplied by Licensor to Licensee.
- (c) **“Authorized Hardware”** is any computer registered with the Licensor and authorized by the Licensor to operate or use the SOFTWARE.
- (d) **“SOFTWARE”** means those components, versions or applications of the software products known as SOFTWARE, which includes licensed software from BAE Systems Ael.
- (e) **“Supplier Information”** is all information and items, which are disclosed, in any media, by Licensor to Licensee including, but not limited to, the SOFTWARE and the related Documentation.
- (f) **“Licensee”** can mean either Raytheon Technical Services and / or its customers for use on Programs as stated in Appendix A to this agreement.
- (h) **The “Program”** shall mean the Hardware or Platform on which the software is authorized by this EULA to be used on.
- (i) **“Specification”** shall mean the BAE Systems Ael design document to which the software conforms.
- (j) **“Restricted Rights”** shall mean the software can only be used in accordance with the Terms and Conditions of this EULA.
- (k) **“Program Materials”** shall mean the software supplied under the Terms and Conditions of this EULA.
- (l) **“Platform”** shall mean the customers equipment that they contracted with BAE Systems Ael to purchase the software for, if applicable.
- (m) **“Delivery Date”** shall mean the date that the software system was accepted by the Customer.

2. LICENSE GRANTED

- 2.1 Subject to the conditions herein, Licensor hereby grants to **Licensee, non-transferable, non-exclusive, limited** license to use the SOFTWARE and Documentation on the Programs as stated and listed in Appendix A. Licensee may not use the SOFTWARE for any other program or application other than the programs as stated and listed in Appendix A without the expressed written consent of the Licensor.
- 2.2 This license does not confer any right or interest in any trademark, trade name, trade secret, or copyright of Licensor. Without limitation, Licensee acquires no right, title or interest in the SOFTWARE except as specifically provided in the license granted under this Agreement.
- 2.3 This license, the SOFTWARE and Supplier Information and any other information disclosed by Licensor to Licensee and any licenses and rights granted hereunder, may not be sold, leased, assigned, sub-licensed or otherwise transferred, in whole or in part, by Licensee without the express written consent of the Licensor. Licensee shall not make any amendments, deletions or additions to the sub-license agreement without the written consent of Licensor. Consent to transfer will not be unreasonably withheld.
- 2.4 In the event that the Licensee's Authorized Hardware is not operative Licensee may coordinate with the Licensor to transfer and use the SOFTWARE on backup equipment, provided Licensee coordinates with the Licensor prior to any such transfer.
- 2.5 Licensee shall not reverse engineer, disassemble or decompile the SOFTWARE.

2.6 The SOFTWARE and documentation are provided with Restricted Rights for use on the programs as stated and listed in Appendix A to this Agreement. Use duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(2)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Rights – Restricted Rights at 48 CFR 52.227–19. Licensor is Aerosystems International Inc (BAE Systems Ael) 5850 T.G. Lee Blvd, Suite 260, Orlando, Florida, 32822-4411.

2.7 Notwithstanding clause 2.1 and clause 2.3 of the End-User License Agreement, the Licensee shall have the right to retransfer the SOFTWARE Licenses and rights granted under this End User License Agreement to the Customers / End Users as stated and listed in Appendix A under terms and conditions that are no less restrictive than this Agreement. Retransfer can only take place after application for and approval has been granted by the U.S Department of State in accordance with clause 15.1 Export Regulations for USML controlled items.

3. RESTRICTIONS ON REPRODUCTION

3.1 Licensee shall not alter, modify, adapt or translate the whole or any part of the SOFTWARE in any way whatsoever nor permit the whole or any part of the SOFTWARE to be combined with or become incorporated in any other computer programs nor decompile, disassemble, adapt, or reverse engineer the same nor attempt to do any of such things.

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- (a) The Licensee complies with its obligations under this Agreement; and
- (b) No alterations or amendments have been made to the Program by any person other than The Licensor; and
- (c) The Licensee having implemented new releases of the Program (if any) issued during the warranty period under clause 6.1(b);
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- 9.4 The foregoing states the entire liability of the Licensor with respect to infringement of any copyrights, patents, registered designs, trade secrets or other intellectual property rights by the SOFTWARE.

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- 10.1 All notices required to be given hereunder shall be given in writing to the recipient at the Licensee's address as stated on the Licensor's purchase order, or to such other address as the Licensee may from time to time specify in writing, by sending the same by pre-paid postage or facsimile. If sent by post shall be deemed to be delivered forty-eight (48) hours after posting.

11. FORCE MAJEURE

11.1 Neither party shall be under any liability to the other party for any delay or failure to perform any obligation hereunder (except a failure to pay) if the same is wholly or partly caused, whether directly or indirectly, by circumstances beyond its reasonable control.

12. ALTERATION OF AGREEMENT

12.1 No alteration, modification, or addition to this Agreement or the Schedules thereto, nor any waiver of any of the terms hereof shall be valid unless made in writing and signed by the duly authorized representatives from both parties. The preprinted portions of a purchase order or any other form submitted by Licensee in connection with this Agreement shall not add to or vary the terms of this Agreement.

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13.1 This Agreement together with the master schedule contract constitutes the terms and conditions for the use of the software sold under the GSA Schedule 70 contract. This is the Agreement between the Licensee and the Licensor with respect to the subject matter herein and supersedes all previous communications, representations and arrangements, either written or oral. The Licensee acknowledges that where the Licensee has previously licensed from the Licensor any version or application of the SOFTWARE, this Agreement together with the master schedule shall govern the license of such SOFTWARE and the rights and obligations of the Licensee and the Licensor with respect to such license which, as of the date of this Agreement and the master schedule expressly superseded.

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14.1 All SOFTWARE and Documentation delivered under this Agreement are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

15. GENERAL

15.1 If any provision hereof shall be deemed by any court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired. In the event any provision of this Agreement is declared to be invalid by such a court and an appeal of such decision is not taken or available the parties agree to renegotiate, in good faith, the invalid provision to make it comply with applicable law.