BETA TEST AGREEMENT

This Agreement is made by and between _____ ("**Licensor**") having a principal place of business at _____, and **Leidos Biomedical Research, Inc.** ("**Leidos Biomedical**"), located at 1050 Boyles Street, Frederick, Maryland 21702. Leidos Biomedical is a wholly-owned subsidiary of Leidos, Inc., and the Operations and Technical Support ("OTS") contractor of the National Cancer Institute ("NCI") for the Frederick National Laboratory for Cancer Research ("FNLCR"). Individually or collectively, Licensor and Leidos Biomedical shall also be referred to as "Party" or "Parties".

Licensor has developed _____ including modifications, enhancements, improvements, updates, additions, derivative works, documentation and related material ("Software"). Licensor desires that the Software be tested prior to general release. Leidos Biomedical wishes to serve as a Beta test site for such Software;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the Parties hereto agree as follows:

1. Licensor grants to Leidos Biomedical a non-exclusive, non-transferable license to use the Software on a single computer at Leidos Biomedical's business location solely for Beta testing and Beta use for one (1) year from the date of the last authorizing signature ("Effective Date") of Agreement. The license term may be extended at Licensor's discretion. In addition to the non-exclusive license, Licensor shall provide consultation, advice and guidance to Leidos Biomedical.

2. In consideration for receiving a copy of the Software for testing, Leidos Biomedical agrees to serve as a "Beta Site" for the Software and will notify Licensor of all problems and ideas for enhancements which come to Leidos Biomedical's attention during the period of this Agreement. Leidos Biomedical will provide a report to Licensor will include system diagrams and details of hardware and software components included in the tests. **Exhibit A** includes the Scope of Work/Research Plan describing the technical interaction and obligations between the Parties.

3. The Confidential Information of a disclosing Party shall not be disclosed, revealed, or given to anyone by the receiving Party except employees of such receiving Party who have a need to access the Confidential Information to support the Agreement's purpose, and who have been advised by receiving Party of the confidential nature of the Confidential Information and that the Confidential Information shall be treated accordingly.

   Notwithstanding the above, Leidos Biomed may disclose to the NCI any Confidential Information required to be disclosed as a part of its management responsibilities for the FNLCR under its contract with the NCI. NCI has agreed to keep such information as confidential in accordance to the best of its ability according to policy and to the extent permitted by law.

4. The obligations of the receiving Party under Paragraph 3 above shall not extend to any part of the Confidential Information of the disclosing Party that:

   a) was in the public domain or can be shown to be known to receiving Party at the time of initial disclosure, or

   b) becomes part of the public domain without breach of this Agreement, or

   c) was independently developed by the receiving Party without reference to or reliance upon such Confidential Information, or

   d) has been made available to receiving Party by a third party, which party has the right to do so and is not in breach of a similar agreement with disclosing Party, or

   e) is required to be disclosed by law.

5. In the event that the receiving Party or anyone to whom they transmit Confidential Information pursuant to this Agreement becomes legally required to disclose any such Confidential Information, the receiving Party shall provide the disclosing Party with prompt notice and consultation prior to any disclosure.

6. The receiving Party agrees to return all information received from the disclosing Party upon request, except that receiving Party may retain in its confidential files one copy of written Confidential Information for record purposes only.

7. In the event of an unauthorized disclosure of Confidential Information, the disclosing Party shall promptly inform the other party of such disclosure and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

8. Leidos Biomedical agrees that during the term of this Agreement, the Software is the sole property of Licensor until it is officially released and includes valuable trade secrets of Licensor. Except as described in Exhibit A, Leidos Biomedical agrees to treat Software as confidential and will not without the express written authorization of Licensor:

   a) Copy, sell or market Software to any third party; or

   b) Modify, reuse, disassemble, decompile, reverse engineer or otherwise translate Software or any portion thereof.

9. Software is prerelease code and is not at the level of performance or compatibility of a final, generally available product offering. Software may not operate correctly and may be substantially modified prior to commercial shipment, or withdrawn. Software is provided "AS IS" without warranty of any kind. The entire risk arising out of the use or performance of Software remains with Leidos Biomedical. In no event shall Licensor be liable for any damage whatsoever arising out of the use of or inability to use Software, even if Licensor has been advised of the possibility of such damages.

10. Leidos Biomedical agrees to provide timely feedback of all defects identified during testing. In addition, the Leidos Biomedical will participate in at least one meeting with Licensor to discuss test results and ideas for product improvements. Leidos Biomedical, upon completion of the Beta test, agrees to provide material, statistics, or information that is not deemed confidential to Leidos Biomedical's business for internal use by Licensor.

11. By entering into this Agreement Leidos Biomedical does not directly or indirectly endorse any product or service provided, or to be provided, whether directly or indirectly related to either this Agreement or to any patent or other intellectual property license or agreement which implements this Agreement by its successors, assignees, or licensees. No endorsement of any such product or service by Leidos Biomedical as a U.S. government contractor or by the United States government and its employees and organizational units shall in any way be stated or implied.

12. This Agreement, and the rights and obligations of the Parties hereunder, may not be assigned by either Party without the express written agreement of the other Party, except that in the event the prime contract of Leidos Biomedical with the National Cancer Institute is succeeded by a successor contractor selected by the National Cancer Institute, this Agreement may be assigned to the successor contractor. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

13. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

14. This Agreement constitutes the entire and only agreement between the Parties for Software and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

15. Both Parties shall comply with all applicable federal, state and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement.

16. Failure of either Party to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.

17. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

IN WITNESS WHEREOF, parties hereto have caused their duly authorized representatives to execute this Agreement.

LICENSOR

_____ _____

Authorized Signatory Date

Printed Name_____

Title of Signatory_____

Address

FOR LEIDOS BIOMEDICAL RESEARCH, INC.

_____ _____

David Heimbrook, Ph.D. Date

President, Leidos Biomedical Research, Inc.

Leidos Biomedical Research, Inc.
Frederick National Laboratory for Cancer Research
P.O. Box B, 1050 Boyles Street
Frederick, Maryland 21702

EXHIBIT A

Scope of Work/Research Plan

Background:

Technical Points of Contacts:

Leidos Biomedical:

Name

Contact Information

Licensor:

Name

Contact Information

Leidos Biomedical will:

Licensor will:

Both Parties will: