



Defense Systems  
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## END USER AGREEMENT (EUA) ON RELEASE OF ADVANCED JOINT EFFECTIVENESS MODEL (AJEM) SOFTWARE AND DOCUMENTATION PACKAGE

1. The purpose of this End User Agreement (EUA) is to agree to the terms and conditions for release of the current version of the Advanced Joint Effectiveness Model (AJEM) Software and Documentation Package, hereinafter the "AJEM Package," by the DEVCOM Data and Analysis Center (DAC), hereinafter the "AJEM CMA" (Configuration Management Administrator), to the above-named organization, hereinafter the "User," for access to and use of the AJEM Package.
2. The AJEM Package consists of the following elements:
  - Core Advanced Joint Effectiveness Model (AJEM)
  - AJEM Pre- and Post-Processors and Utilities
  - AJEM Graphical User Interface (GUI)
  - BRL-CAD™
  - FATEPEN Library
  - ProjPen Library
  - ABEL Library
  - ORCA Library
  - AJEM Documentation
  - AJEM GUI Documentation
  - BRL-CAD Documentation
  - ORCA Documentation
3. The AJEM CMA, acting on behalf of the U.S. Government, grants a royalty-free, nonexclusive, non-transferable license and right to use, free of charge, the AJEM Package under the following terms and conditions:
  - a) The AJEM Package shall neither be released nor disclosed to third parties or used at additional sites without written authorization from the AJEM CMA. The User will properly safeguard, maintain, and use the AJEM Package solely for the performance of the tasks described above.



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- b) The AJEM Package and the version number used will be referenced in any report or publication for which it was used. Any modifications or enhancements to the AJEM Package will be fully described. The AJEM CMA will also be credited in any report or publication; however, the User shall not in any way imply that the AJEM CMA endorses any report or service of the User.
- c) The user will abide by all configuration management procedures established by the AJEM CMA. Copies of any modifications or enhancements proposed or made to the software will be provided to the AJEM CMA for possible incorporation in future versions. If a provided modification or enhancement is incorporated in a future version of the AJEM Package, user agrees not to assert any copyright it owns without first obtaining permission from the AJEM CMA. User agrees to assign copyright ownership over to the U.S. Government upon notification by AJEM CMA that transfer of copyright is requested. User agrees that it will assign copyright to the U.S. Government notwithstanding any provisions to the contrary in its contract identified herein.
- d) The AJEM Package and/or any modified version thereof will not be published for profit or in any manner offered for sale to the U.S. Government. The software package may be used in a contract with the U.S. Government, but no development charge may be made as part of its use.
- e) The U.S. Government is neither liable nor responsible for maintenance, updating or correction of any errors in the AJEM Package provided. Errors, bugs, or fixes found in the AJEM Package will be reported to the AJEM CMA. DoD CAC cardholders may submit software change requests (SCRs) to the AJEM SCR website. Non-DoD CAC cardholders should submit SCRs through their government sponsor. (The AJEM SCR website link is listed on the DSIAC AJEM webpage.)
- f) The AJEM Package may not be repackaged as a whole, or in part, nor combined with any other software for purposes of resale without first entering into a separate licensing agreement with the AJEM CMA for that purpose.
- g) The AJEM Package is provided as is, without warranty. In no event will the U.S. Government and its contractors be liable for loss or for any indirect, special, punitive, exemplary, incidental, or consequential damages arising from use, possession, or performance of the AJEM Package.
- h) The User shall indemnify and hold harmless the U.S. Government for any loss, claim, damage, expense, or liability of any kind occurring as a result of the making, using, or selling of a product, process, or service by or on behalf of the User, its assignees, and licensees, which was derived from the AJEM Package.
- i) The AJEM Package, as a whole or in part, will not be made available to foreign governments nor used in any contract with a foreign government; nor will any representative or employee of a foreign government (including contractors for such governments) be allowed to have access to the AJEM Package without express written approval by the AJEM CMA.



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- j) The AJEM Package and any modified version thereof will be returned to the AJEM CMA upon completion of the single contract or use specified above. Should there be another use or Government Contract for which the User requires the AJEM Package, the User must file another request with the AJEM CMA. Should such a further request be denied, the AJEM Package must be immediately returned to the AJEM CMA and all copies and versions in whatever media must be destroyed.
- k) The AJEM CMA shall recall the entire AJEM Package if the User has violated the terms of this MOA.
- l) This agreement shall be construed in accordance with Department of Defense regulations, irrespective of where any action may be brought.
- m) If any provision of this MOA is ruled invalid under any law, such provision shall be deemed modified or omitted to the extent necessary, and the remainder of this MOA shall continue in full force and effect.
- n) This agreement will become effective and the AJEM Package released only after it has been approved by the appropriate release authority per AR 5-11. The AJEM CMA is assisted by the Joint Technical Coordinating Group/Munition Effectiveness (JTTCG/ME) who designate appropriate release authorities for each of the services.
- o) For contractors, the AJEM Package shall only be used within an approved contract's period of performance as specified in a completed, signed, and valid MOA.

For government organizations, the AJEM Package shall only be used within 3 years of a completed, signed, and valid MOA.

- p) Note, the AJEM CMA releases new versions of AJEM quarterly and recommends using the most up-to-date version for new analyses.

Contractors may request and obtain new versions of AJEM through DSIAC as long as they have an MOA on file with a contract period of performance that has not expired.

Government users may request and obtain new versions of AJEM through DSIAC or they may contact the AJEM CMA to be placed on a distribution list for AJEM releases. Note, government users will be removed from the distribution list if their MOA is not renewed every 3 years.

- q) This agreement supersedes all prior written and oral communications regarding the AJEM Package and sets forth the entire agreement between the parties. Any waiver or amendment of any provision of this MOA shall be effective only if it is in writing and signed by a duly authorized representative of each party.