



Defense Systems
Information Analysis Center

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MEMORANDUM OF AGREEMENT FOR THE RELEASE OF GOVERNMENT-OWNED OR DEVELOPED SOFTWARE

Distribution of the Survivability and Lethality of Aircraft in Tactical Environments (SLATE) application is performed by DSIAC on behalf of Model Manger, AFLCMC/EZJ.

The requested model(s) will be used for the general purposes submitted in the model request (if sensitive, contact model manager with relevant information).

The requestor agrees that they may only use SLATE within 3 years of a completed, signed, and valid MOA and within an approved contract's period of performance.

I/We understand and agree to the following NON-DISCLOSURE AGREEMENT (NDA). This NDA provides the Requester access to (collectively, the "Data") the unclassified and/or classified SLATE binary application, binary data, and selected source data, SLATE computer software documentation, and underpinning technical documents. In consideration therefore, the Requester agrees:

- a. Data shall be used only for government purposes and shall adhere to security and access constraints.
 - 1) The Requestor is to strictly abide by and adhere to any and all restrictive markings placed on the Data, both unclassified and classified Data, and the Requester shall not knowingly disclose or release the Data to third parties.
 - 2) The released Data contains significant quantity of information and releases are marked as DISTRIBUTION STATEMENT D. DISTRIBUTION STATEMENT D: Distribution authorized to Department of Defense and U.S. DoD contractors only, Critical Technology.
 - 3) SLATE application released as binary product is to enhance data security and proprietary rights of underpinning supplier simulations and technical data. The Requestor shall not reverse engineer, modify, or extract these Data in either commercial or non-commercial uses, and all of which may be subject to limited rights, restricted rights, government-purpose license rights, patents, copyrights, trade secret rights, or other confidential or proprietary constraints.



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- 4) The Requester is not entitled to any released Data that are subject to national defense security classification (such as but not limited to foreign disclosure) or the proprietary rights of others.
 - 5) The Requester shall report promptly the discovery of any such restricted Data to DSIAC and/or Model Manager releasing Approving Authority below, and follow all instructions concerning the use, safeguarding, or return of such Data. The Requester shall not copy or make future study or use of any released Data later found to be subject to such restrictions.
 - 6) That any restrictive markings on the Data shall be included on all copies, modifications, and derivative works, or any parts or portions thereof; in any form, manner or substance, which are produced by the Requester including but not limited to incorporation of the Data into any other data, technical data, computer software, computer software documentation, source code, or other information of like kind, type or quality.
 - 7) That the U.S. Government is entitled to royalty-free use of the government-owned or developed software that is released.
 - 8) Copies of any modifications or enhancements made to the Data must be provided to Model Managers for configuration management purposes. It is suggested that this information be provided annually.
 - 9) The Data will not be used for any purpose other than shown above.
- b. WAIVER OF WARRANTIES AND LIMITATIONS OF DAMAGES AGREEMENT. The Requester and the Approving Authority agree that:
- 1) No guaranties, representations, or warranties either expressed or implied shall be construed to exist in any language, provision, or term contained in these materials or in any other documentation provided herewith (all such items are collectively referred to as the "Agreement"), and furthermore, the releasing organization disclaims and the Requester waives and excludes any and all warranties of merchantability and any and all warranties of fitness for any particular purpose.
 - 2) The Requester shall obtain from the releasing organization all of the "Data" (defines in the Non-Disclosure Agreement above), or any other products or services contemplated by the Agreement, in an "as is" condition.
 - 3) The Requester agrees to hold harmless and indemnify the Air Force, Navy, Army, and DoD against any and all loss, liability, cost or expense arising out of the use of any Data released under this agreement, to include, but not limited to, litigation costs or expenses.
 - 4) The unclassified Data release is solely for demonstration of capability and training, and system performance is not reflective of actual system capabilities.
- c. The Requester's use of the Data shall not prevent the government from releasing the Data at any point in the future.
- d. The Requester shall not offer the released Data or any modified version thereof for resale to the government, in whole or as part or subpart of a government deliverable, without explicitly stating



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that he is doing so by providing certification documentation (e.g., Section K of the Government Solicitation) to the contracting officer before contract award.

- e. The Requester may use the released Data in a contract with the government but understands that the government shall not pay the Requester for rights of use of such Data in performance of government contracts or for the later delivery to the government of such Data. The Requester may be entitled to compensation for converting, modifying, or enhancing the Data into another form for reproduction and delivery to the government, if authorized under a contract with the government and consistent with this NDA.
- f. As required, the Requester shall be responsible for compliance with any proscriptions on foreign disclosure of the released Data (contained, for example, in the Department of State International Traffic in Arms Regulations or the Department of Commerce Export Administration Regulations). **These Data, as is, are not authorized for foreign disclosure.**
- g. There may be a fee to cover the copying and shipping of the Data and any documentation.
- h. The Requester and the Approving Authority intend that all agreements under this Memorandum of Agreement shall be governed by the laws of the United States of America.