

SAMPLE SOFTWARE LICENSE AGREEMENT
(Review Copy)

THIS AGREEMENT is entered into as of **XXXX** ("Effective Date") by and between **NIELSEN ENGINEERING & RESEARCH, INC. (NEAR)**, with offices at 605 Ellis Street, Suite 200, Mountain View, California 94043-2241 ("**LICENSOR**") and **COMPANY NAME** and **ADDRESS** ("**LICENSEE**").

WHEREAS, Licensee wishes to license software for the purpose of xxxxxxxxx and NEAR desires to license this software to licensee.

NOW THEREFORE, the parties hereto agree as follows:

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6. TERM

The license granted hereunder shall continue unless and until terminated pursuant to Section 7 hereof and subject to Licensee's proper performance of its obligations hereunder.

7. TERMINATION

NEAR may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from NEAR.

8. TERMINATION CERTIFICATE

In the event of termination, Licensee will immediately discontinue use of the Licensed Programs. Within one (1) month after termination of this Agreement, Licensee will furnish to NEAR a certificate which certifies with respect to each of the Licensed Programs that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of each of the Licensed Programs have been destroyed. The provisions of Sections 4, 5, 8, 11, and 13 hereof shall survive any termination of this Agreement.

9. MAINTENANCE SUPPORT

Licensors will provide to Licensee the following support with respect to the Software:

(i) If during the 1st year of this Agreement, Licensee notifies Licensors of a substantial program error respecting the Software, or Licensors has reason to believe that error exists in the Software and so notifies Licensee, Licensors shall at its expense verify and attempt to

correct such error within thirty (30) working days after the date of notification. If Licensee is not satisfied with the correction, then Licensee may terminate this Agreement, but without refund of any amount paid to Licensor or release of any amounts due Licensor at the time of termination.

(ii) In the case that Licensee has technical questions in the use of the Software during the 1st year of this Agreement, Licensee may submit those questions to Licensor. Licensor shall provide consulting to answer such questions without charge to Licensee up to a maximum of sixteen (16) hours for each licensed program.

(iii) If Licensee desires to continue the Software support specified in this section, Licensee shall pay to Licensor the maintenance fee(s) set forth in Exhibit A.

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NEAR shall use its best efforts to deliver the Licensed Programs promptly after receipt of the purchase order and export license (if required).

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14. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

15. SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

16. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

17. GOVERNING LAW/FORUM

This Agreement shall be governed and interpreted by the laws of the State of California. Santa Clara County, California shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

18. NON-ASSIGNMENT

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of NEAR.

19. EXPORT REGULATIONS

Licensee understands that NEAR is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Licensee warrants that it will comply in all respect with the export and re-export restrictions set forth in the export license for the Licensed Programs and all other applicable export regulations. Licensee agrees to indemnify and hold NEAR harmless from any loss, damages, liability or expenses incurred by NEAR as a result of Licensee's failure to comply with any export regulations or restrictions.

20. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or NEAR's order acknowledgment forms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

LICENSEE:

LICENSOR:

Nielsen Engineering & Research, Inc.

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print or Type)

Name: Michael R. Mendenhall

Title: _____

Title: President

EXHIBIT A

LICENSED PROGRAMS

<u>COMPUTER PROGRAMS</u>	<u>ONE-TIME LICENSE FEE</u>	<u>MAINTENANCE FEE</u>
Program xxxxx in executable format	US \$ xx,xxx	US \$x,xxx

NOTES:

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Code maintenance is free during the first year; thereafter, code maintenance is available annually with maintenance fee listed above.