

Peak Suppression Monitor FastLicense

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1. Complete the questionnaire in its entirety. Any questions related to completing the questionnaire may be emailed to fastlicense@mitre.org
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3. Email the completed Peak Suppression Monitor FastLicense to fastlicense@mitre.org with subject line: "FastLicense request for MITRE's Peak Suppression Monitor by [Insert licensee name]".
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5. If a FastLicense request cannot be approved by MITRE, a notification will be emailed to the applicant.
6. Minimum requirements:
 - a. MITRE qualifies and reviews all potential licensing requests.
 - b. FastLicense package must be completed in its entirety, accurately and legibly.
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Learn more about Peak Suppression Monitor or visit <https://www.mitre.org/our-impact/intellectual-property/peak-suppression-monitor-psm>

Questionnaire

1. Licensee description

- a. Licensee name (legal company name):
- b. Licensee street address:
- c. Licensee point of contact name:
- d. Licensee point of contact email address:
- e. U.S. Tax Identification Number:
- f. Is Licensee a commercial company?

Yes

No (explain)

2. Describe the intended use case for Peak Suppression Monitor:

3. Other comments or additional information:

THE MITRE CORPORATION
TECHNOLOGY LICENSE AGREEMENT
FOR PEAK SUPPRESSION MONITOR

Licensee Name and Address:

THIS TECHNOLOGY LICENSE AGREEMENT FOR PEAK SUPPRESSION MONITOR (“Agreement”), is made by and between The MITRE Corporation (“MITRE”), a Delaware not-for-profit corporation, with offices at 7515 Colshire Drive, McLean, Virginia 22102-3481, and the above referenced Licensee (“Licensee”), and is effective as of the last date executed below (“Effective Date”). It is understood by the parties to this Agreement that MITRE has developed and is the owner of the Peak Suppression Monitor (“PSM”) technology and related materials (collectively referred to as the “PSM Technology”, as further described in Appendix A, attached hereto and incorporated herein).

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(iii) all rights and obligations of the parties under this Agreement shall cease, except the following provisions will survive the expiration or any termination of this Agreement: Sections 1.2 (Non-Disclosure), 3 (Title), 4 (Warranty Disclaimer, Limitation of Liability), 7 (Export Control Regulations), 13 (Non-solicitation of Employees), 14 (Assignment), 15 (Governing Law), and those that by their nature survive expiration or termination.

6. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand (and duly receipted) or sent via next-day delivery by a nationally recognized carrier (e.g., the United States Postal Service, United Parcel Service, or Federal Express) with proof of delivery requested, sent to the intended party at the addresses listed above for each party. Notice given by next-day delivery shall be deemed to have been given upon the date sent to the recipient.

7. Export Control Regulations. The export from the United States or the subsequent re-export of the PSM Technology is subject to compliance with United States export control and munitions control restrictions. Licensee agrees that in the event it seeks to export the PSM Technology or related information, it assumes full responsibility for obtaining all necessary export licenses and approvals and for assuring compliance with applicable re-export restrictions.

8. Government Rights. Portions of the PSM Technology were produced for the U.S. Government under various contracts or funded by internal research and development funds and the U.S. Government retains certain rights in the PSM Technology.

9. Amendment. This Agreement may not be amended, modified, or extended except by a written instrument signed by an authorized representative of MITRE and Licensee.

10. Relationship of the Parties. Nothing contained in this Agreement shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

11. Waiver and Severability. Any failure of MITRE to enforce, at any time or for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of the right of MITRE to enforce such provisions unless said waiver is in writing and signed by an authorized representative of MITRE. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12. Headings. The sections headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

13. Non-solicitation of Employees. Licensee shall not solicit for employment any employee of MITRE in any manner associated or familiar with the subject matter of this Agreement or the PSM Technology. For purposes of this paragraph, the term "solicit for employment" shall include, but not be limited to, enticing any said employee of MITRE to terminate his or her relationship with MITRE. "Solicit for employment" shall not include discussions and/or offers of employment to any said employee of MITRE who initiates such discussions regarding employment with Licensee. The foregoing restrictions shall apply and continue for a period of three (3) years from the Effective Date.

14. Assignment. Licensee shall not assign, transfer, or otherwise dispose of its rights under this Agreement. Any assignment in contravention of the foregoing shall be null and void.

15. Governing Law. This Agreement and all disputes or claims arising out of or related to this Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to Virginia conflicts of laws rules. Licensee agrees to submit to the exclusive jurisdiction of the Virginia courts.

16. Entire Agreement. Each party acknowledges that such party has read this Agreement, understands it, and agrees to be bound to its terms. Each party further agrees that this is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this

Agreement. Terms set forth in a purchase order or other similar document of Licensee shall have no bearing or effect on this Agreement. Any such document of Licensee including, but not limited to electronic signature terms, is for Licensee's internal uses only a MITRE's receipt or acceptance of any such document or terms shall not be deemed to modify or alter this Agreement in any manner whatsoever.

<<Signature page follows>>

IN WITNESS WHEREOF, the authorized parties have executed this Agreement as of the Effective Date.

The MITRE Corporation

Name: _____

Title: _____

Date: _____

LICENSEE

Name: _____

Title: _____

Date: _____

**THE MITRE CORPORATION
TECHNOLOGY LICENSE AGREEMENT
FOR PEAK SUPPRESSION MONITOR**

Appendix A

Peak Suppression Monitor is a robust global navigation satellite system (“GNSS”) spoofing detection solution that enhances the integrity and availability of critical systems and applications that rely on GNSS signals. PSM is a self-contained technique that detects both GNSS spoofing and jamming before it corrupts the receiver’s position, velocity, and timing (PVT) solution. PSM Technology can detect known GNSS spoofing and jamming attacks.

Software: C++/Python software to include source code

Technical Data: Design documentation for hardware prototype that uses a Mini PC