Unmanned Maritime Autonomy Architecture (UMAA) FastLicense

Instructions:

1. Complete the questionnaire in its entirety. Any questions related to completing the questionnaire may be emailed to fastlicense@mitre.org

2. Carefully read through the entire license to ensure agreement with all the terms and conditions contained therein. Do not alter or write in any areas of the license, other than in the licensee information and signatory portions, or the license will be deemed null and void. Complete the licensee information with company name and address and signatory portion of the license. License must be signed.

3. Please note that the end user is required to have at a minimum a GPS on their platform.

4. Email the completed UMAA FastLicense to fastlicense@mitre.org with subject line: "FastLicense request for MITRE's UMAA by [Insert licensee name]".

5. Upon MITRE's approval of the FastLicense package, the license will be countersigned by MITRE and a copy of the fully executed license along with instructions will be emailed to the applicant.

6. If a FastLicense request cannot be approved by MITRE, a notification will be emailed to the applicant.

7. Minimum requirements:

    a. MITRE qualifies and reviews all potential licensing requests.

    b. FastLicense package must be completed in its entirety, accurately and legibly.

    c. FastLicense terms and conditions are non-exclusive and non-negotiable.

Disclaimer: Completing the FastLicense package and returning it to MITRE does not constitute or guarantee an agreement with MITRE. The posting of the FastLicense does not constitute an offer to license any MITRE technology by MITRE. Only a license fully executed by MITRE grants a license to the MITRE technology. To discuss non-FastLicense agreements, contact MITRE's Technology Transfer Office (techtransfer@mitre.org)

Learn more about UMAA or visit https://www.mitre.org/our-impact/intellectual-property/low-cost-solution-us-navys-unmanned-maritime-autonomy-architecture

Questionnaire

1. Licensee description

   a. Licensee name (legal company name):

   c. Licensee point of contact name and email:

   d. U.S. Tax Identification Number:

   e. Licensee Type (check all applicable):

      Institution of higher learning (university/college)
      Commercial provider of maritime robotics software
      Commercial provider of maritime robotics Hardware
      Not-for-profit
      Other (explain)

2. How do you intend to use UMAA:

3. Other comments or additional information:

THE MITRE CORPORATION

SOFTWARE LICENSE AGREEMENT
FOR UNMANNED MARITIME AUTONOMY ARCHITECTURE COMPLIANCE SOLUTION

Licensee Name and Address:

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NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises and conditions set forth herein, the parties hereto agree as follows:

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taxes. Licensee shall pay all federal, state, and local sales, use, or other applicable taxes that may be imposed upon the provision or the use of the UMAA Software and/or services; and to the extent that such taxes are required to be withheld from payments due hereunder, the payment shall be grossed up such that MITRE receives a payment net of such withholding equal to the payment otherwise due hereunder.
4.3 Late Payment Charge. Amounts that are not paid when due shall incur interest from the due date until paid, at a rate equal to one and one-half percent (1.5%) per month (or the maximum allowed by law, if less).

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6. Termination Rights and Obligations. This Agreement may be terminated by MITRE for any material breach of this Agreement by Licensee which is not cured within thirty (30) days of MITRE's written notice to Licensee of such breach. Upon expiration of the term of this Agreement or in the event of the termination of this Agreement for any reason: (i) Licensee shall immediately cease use of the UMAA Software; (ii) Licensee shall return to MITRE all copies of the UMAA Software provided to it by MITRE, as well as all copies of the UMAA Software in its possession or control; (iii) Licensee's payment obligations under Section 4 shall become fully payable; and (iv) 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), 5 (Warranty Disclaimer, Limitation of Liability), 8 (Export Control Regulations), 14 (Non-solicitation of Employees), 15 (Assignment), 16 (Governing Law) , and those that by their nature survive expiration or termination.

7. 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.

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

9. Government Rights. Portions of the UMAA Software 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 UMAA Software.

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

11. 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.

12. 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.

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

14. 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 Software. 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.

15. Assignment. Licensee shall not assign, transfer, or otherwise dispose of its rights under this Agreement, except that Licensee shall have the right to assign all rights and obligations in full to a single U.S. subsidiary in which Licensee is fifty percent (50%) or more owner. Licensee shall provide MITRE prompt written notice of any such assignment, but no later than thirty (30) days following assignment. Any assignment in contravention of the foregoing shall be null and void.

16. 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.

17. 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.

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

The MITRE Corporation

LICENSEE

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THE MITRE CORPORATION

SOFTWARE LICENSE AGREEMENT
FOR UNMANNED MARITIME AUTONOMY ARCHITECTURE COMPLIANCE SOLUTION

Appendix A

UMAA Software allows low-cost open-source vehicle controllers to seamlessly interface with emerging Unmanned Surface Vehicle hardware to integrate new autonomy solutions.

- Software: executable code
- Documentation: included