

## Software License Agreement

### IBM Agreement No.

This Software License Agreement (“Agreement”) is entered into as of the \_\_\_\_\_ (the “Effective Date”) by and between IBM Israel Science and Technology Ltd. incorporated under the laws of Israel with an address for the purposes of this Agreement at Haifa University Campus, Mt. Carmel, 31905 Israel (“IBM”) and IBM T. J. Watson Research Center, with an address for the purposes of this Agreement at 1101 Kitchawan Road, Yorktown Heights, New York 10598 USA (“IBM”) incorporated under the laws of New York and \_\_\_\_\_ (“Licensee”) with an address for the purposes of this Agreement at \_\_\_\_\_.

**WHEREAS**, IBM developed certain code and related documentation as specified in Attachment 1 (“Licensed Code” and “Documentation”, respectively) in performance of the AGEDIS Project carried out under European Union Shared-cost RTD contract No IST-1999-20218;

**WHEREAS**, Licensee desires to license the Licensed Code for academic research activities; and

**WHEREAS**, IBM is willing to license the Licensed Code to Licensee subject to the following terms and conditions.

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- 5.1 IBM's entire liability and Licensee's exclusive remedy are set forth in this Section 5.0.

- 5.2 IBM's liability for damages to Licensee for any cause(s) whatsoever and regardless of the form of action shall be limited in the aggregate to Ten Thousand US Dollars (\$10,000).
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- 6.1 The validity, construction and performance of this Agreement will be governed by the substantive laws of the State of New York, United States, as though this Agreement were executed in and fully performed within the State of New York and without regard to any conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Neither party will bring a legal action against the other more than one (1) year after the cause of action arose, Both parties waive the right to a jury trial in any dispute arising out of this Agreement. Both parties agree that any action concerning this Agreement shall be brought in a court of competent jurisdiction in the State of New York and hereby consent to the personal jurisdiction of any such court and to service of process in the manner provided for the giving of notices pursuant to this Agreement.
- 6.2 If any part, term or provision of this Agreement is declared unlawful or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 6.3 Except with the prior written consent of IBM Licensee may not (a) assign or transfer (whether by merger, consolidation, acquisition, change of control, operation of law, or otherwise) this Agreement or any of its rights under this Agreement or (b) delegate or subcontract any of its duties or obligations under this Agreement.
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- 6.5 Each party agrees to comply, at its own expense, with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances relating to the export of technical data, insofar as they relate to activities allowed or to be performed under this Agreement.

**THE PARTIES ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT AND ITS ATTACHMENTS, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS AND ALL PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.**

International Business Machines Corporation

\_\_\_\_\_  
Patrick D. Canavan, Manager,  
Business & Government Relations  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT 1

### Licensed Code and Documentation provided under this Agreement:

#### I. Licensed Code:

AGEDIS workbench graphical user interface  
AGEDIS Modelling Language UML profile module for Objectteering's UML Modeller  
AGEDIS Modelling Language to IF translator  
AGEDIS test generator  
AGEDIS test execution engine  
AGEDIS feedback and analysis tools for coverage analysis and defect analysis  
AGEDIS report generator and bug reporting mechanism for connecting to Bugzilla  
AGEDIS test suite and test trace browser and editor  
AGEDIS model simulator

#### II. Documentation

The Agedis instructional package includes the following documents in the "Manuals" folder:

- AGEDIS GUI User Guide [GUIUserGuide(D9.1.2a).PDF]
- AGEDIS Modeling Language (AML) Tutorial [AMLTutorial(D9.1.1).PDF]
- AGEDIS Test Generation Engine User Guide [TGVUserGuide(D9.1.2b).PDF]
- AGEDIS Test Execution Directives (TED) User Guide [TEDUserGuide(D9.1.2d).PDF]
- Test Suite User Guide [TestSuiteUserGuide(D4.2 and D5.2).PDF]
- SPIDER User Guide [SPIDERUserGuide(D9.1.2e).PDF]
- AGEDIS Feedback and Analysis Tools User Guide [FATUserGuide(D9.1.2c).PDF]

The folder "Models" contains four complete examples of the AGEDIS methodology and tools:

- Light Bulb (v.1) [Example1]
- Light Bulb (v.2) [Example2]
- Ping Pong [Example3]
- Ticket Machine [Example4]

Each example comes with an AML model written with the Objectteering tool (.ofp), its Java implementation (in some cases also a faulty one) and all the files produced by the AGEDIS compiler, test generator, test execution engine, and feedback tools.

The slides of the "Hands on AGEDIS" tutorial presented at the European Conference on Model-Driven Software Engineering organized by the AGEDIS partners are also included in the "Hands On Tutorial" folder.

The instructional package includes also a README file and a text file [InstallationNotes.txt] containing both the instructions for installation of the software, and the release notes for the current release of the software.