EADSIM

Extended Air Defense Simulation

USER INFORMATION REQUEST
NON-GOVERNMENT ORGANIZATION

Return this User Information Request and completed Software User's Agreement to:

Teledyne Brown Engineering
Attn: EADSIM User Services Office
Penny Ackerman, MS105
P.O. Box 070007
Huntsville, AL 35807-7007   **or Fax (256) 726-3414**

ORGANIZATION (Full Name): _____
Fill Form and Print

ACRONYM: _____

MAILING ADDRESS: _____

_____

_____

_____

POINTS OF CONTACT	PHONE	FAX
_____	_____	_____
_____	_____	_____

E-MAIL ADDRESS: _____

SPONSORING GOVERNMENT ORGANIZATION: _____

CONTRACT NUMBER: _____

PRIME CONTRACTOR (If Applicable): _____

SUBCONTRACTOR NUMBER (If Applicable): _____

CONTRACT START DATE: _____

CONTRACT END DATE: _____

COMPUTER TYPE AND OPERATING SYSTEM: _____   32 bit   64 bit

CODE LOCATION ADDRESS:
(If Different than Mailing Address) _____

_____

_____

SOFTWARE USER'S AGREEMENT

FOR

RELEASE OF EXTENDED AIR DEFENSE (EADSIM)

SOFTWARE/SOFTWARE DOCUMENTATION

BETWEEN

_____

Government Sponsor Requiring Contractor EADSIM Support

AND

UNITED STATES ARMY SPACE AND MISSILE DEFENSE COMMAND/
ARMY FORCES STRATEGIC COMMAND

Version 18.00 Series

1.   This Software User's Agreement (SUA) establishes procedures for the purpose of the above named organization, hereafter the Sponsor, and the contractor(s) listed at the bottom to obtain and utilize the Extended Air Defense Simulation (EADSIM) in performance of the following identified tasks:

a. Project Name: _____

b. Contract Number: _____

c. Duration: _____

d. Intended Use: _____

_____

_____

_____

e. Government Information

Point of Contact: _____

Mailing Address: _____

_____

Telephone Number: _____ Fax: _____

2.   The material furnished to the Sponsor's contractor consists of the following items, hereinafter collectively referred to as the EADSIM.

Two single DVD's containing the EADSIM executable code and documentation. Requests for the source information package should be made to William Jordan at william.e.jordan44.civ@mail.mil.

3.   The U. S. Army Space and Missile Defense Command/Army Forces Strategic Command (USASMDC/ARSTRAT), Future Warfare Center, Modeling and Simulation   Division (MSD), hereafter referred to as MSD, agrees to furnish the EADSIM to the Sponsor's Contractor only for use in performance of the specific tasks described in Paragraph 1. Any use by the Sponsor or its contractor(s) of EADSIM other than as specified above must be expressly authorized by a new and separate Software User's Agreement.

4.   The Sponsor agrees that:

   a.   It shall include all the provisions of Paragraph 5 in each contract, task order, or other legally binding document by means of which it provides the EADSIM to any contractor(s).
   b.   It shall appropriately safeguard the EADSIM and documentation.
   c.   It shall provide a written report to the MSD if any errors, shortcomings, or redundancies were identified from its review of the EADSIM or upon conclusion of the contract/task. It shall additionally provide to the MSD all contractor comments and proposed corrections that concern the EADSIM.
   d.   It shall return any copies of the EADSIM in its possession, and enforce the provisions in Paragraph 5 if requested by the MSD, or upon completion of the tasks described in Paragraph 1. Where allowed in writing, it may be allowed to destroy these items, in lieu of returning them to the MSD, with a certification of destruction.

5.   The Contractor agrees that:

   a. It shall return EADSIM to the MSD if requested by the MSD.

   b. It shall properly safeguard, and maintain the EADSIM, and shall use it only in performance of the tasks described above.

   c. It shall limit access to EADSIM to only the employees engaged in performance of the tasks described above.   The contractor shall institute an accountability program for security and control of the EADSIM, and shall furnish to the contracting officer, upon request, a report listing all contractor employees who had access to or use of the EADSIM.

   d. It shall assume the risk for the loss of the EADSIM, and shall, in addition to other available remedies, reimburse the Army for all costs required to be expended for reproducing or recovering the EADSIM.

   e. It shall not make further distributions of the RTI. Distribution may not be made to

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countries or individuals from countries on the US State Department Embargoed Nations list. The High Level Architecture (HLA) Run Time Interface (RTI) software, developed by the U.S. Department of Defense, is provided on the EADSIM DVD.

f. It shall not allow any representative or employee of a foreign government, to include contractors for such governments, to have access to the EADSIM.

g. It shall not copy or transfer the EADSIM or any modification or enhancements thereof to any person not an employee or officer of the contractor, not to those not directly involved with the performance of the tasks described above. The contractor may make a backup copy of the EADSIM and two copies of the EADSIM documentation. All such copies shall be returned to the MSD when the EADSIM is returned.

h. It shall return any copies of the EADSIM in its possession, and enforce the provisions in Paragraph 5 if requested by the MSD, or upon completion of the tasks described in Paragraph 1. Where allowed in writing, it may be allowed to destroy these items, in lieu of returning them to the MSD, with a certification of destruction.

i. It shall not use the term EADSIM except when referring to MSD's reference version of such code, and not for any enhancement or derivation of the EADSIM.

j. It shall classify studies and results of analyses in accordance with applicable DOD classification and security regulations.

6.   The Sponsor and all its contractors are encouraged to participate in the EADSIM Users Group meetings conducted by the MSD.   The Sponsor and all its contractors utilizing EADSIM are also encouraged to furnish to the MSD any recommendations regarding the future development and use of the EADSIM.

7.   The Sponsor will be responsible for all financial obligations to its contractor(s) for the activities covered by this SUA.

8.   This SUA will become effective upon the signatures of the sponsor and MSD. The parties agree that the EADSIM is furnished to the Sponsor (and will be subsequently provided to its contractor(s)) strictly for the intended purpose and in accordance with this SUA. The SUA will remain in effect until the completion of the term and tasks described in Paragraph 1. above, unless earlier ended by written notice from by either party. When ended, EADSIM and all documentation will be returned to the MSD and/or destroyed.

9.   The MSD reserves the right to unilaterally and without explanation to recall all EADSIM code and documentation, in the event that the MSD is satisfied that the Sponsor and/or its contractor(s) has violated the terms of this SUA.

10.   All notifications made to or on behalf of the MSD shall be made to or by: Commander

U.S. Army SMDC/ARSTRAT
ATTN: SMDC-FWS-M (Mr. William Jordan)
       P.O. Box1500
       Huntsville, AL 35807-3801

Point of Contact is Mr. William Jordan at (256) 955-1681, DSN 645-1681, E-Mail: william.e.jordan44.civ@mail.mil

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Signed copies of the Software User's Agreement should be returned to the address below:

        Teledyne Brown Engineering
        ATTN: EADSIM User Services Office
             Penny Ackerman MS 105
             P.O. Box070007
             Huntsville, AL 35807-7007

        Point of Contact is Ms. Penny Ackerman at (256) 726-2415, Fax (256) 726-3414
        E-Mail: penny.ackerman@teledyne.com

MSD: Government Sponsor:

_____   _____
Signature   Signature

William Jordan_____   _____
by: Printed Name   by: Printed Name

EADSIM Program Manager_____   _____
Title   Title

_____   _____
Date: Date:

Receiving Contractor: Please list any subcontractors who will be
                                        using EADSIM in your facility:

_____   _____
Signature

_____   _____
by: Printed Name

_____   _____
Title

_____   _____
Date:

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