



**FORTIFY SOFTWARE, INC.
EDUCATIONAL SOFTWARE LICENSE AGREEMENT**

FORTIFY SOFTWARE, INC. ("FORTIFY")	LICENSEE (UNIVERSITY NAME):
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EFFECTIVE DATE:	
TERM OF AGREEMENT:	1 year, ending 1 year from the Effective Date
SOFTWARE:	Fortify 360
# AUTHORIZED MACHINES:	
TOTAL FEES DUE:	

Agreed to and executed by authorized representatives of the parties.

FORTIFY SOFTWARE, INC.	LICENSEE (UNIVERSITY NAME):
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:



FORTIFY EDUCATIONAL SOFTWARE LICENSE AGREEMENT
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“Error” means a reproducible failure of the Software to perform in substantial conformity with the Documentation.

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b) Taxes. The amounts payable to Fortify under this Agreement do not include any taxes, levies, or similar governmental charges, however designated, including any related penalties and interest. Licensee will pay (or reimburse Fortify for the payment of) all taxes except taxes on Fortify's net income.

c) Payment Terms. All payments are due upon Delivery of the Licensed Materials. Payment must be made within thirty (30) days after the date of invoice. All payments must be made in U.S. Dollars.

d) Audit Rights. During the term of this Agreement and for twelve (12) months thereafter, Fortify (or any third party auditor designated by Fortify and reasonably acceptable to Licensee) may audit Licensee's facilities to ensure Licensee's installation and use of the Software is in compliance with this Agreement. Any such audit will be conducted only upon reasonable, written notice by Fortify, during normal business hours or at other time mutually agreed upon by Fortify and Licensee.

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12. General.

12.1 Assignment. Licensee may not assign this Agreement, or any of its rights or obligations hereunder, by operation of law or otherwise, without Fortify's prior written consent. Any purported assignment by Licensee other than as provided in this Section 12.1 shall be null and void.

12.2 Governing Law. This Agreement is governed and interpreted in accordance with the laws of the State of California, U.S.A. without reference to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The parties hereby submit to the exclusive jurisdiction of the federal courts located in the Northern District of California or the state courts located in Santa Clara County, California. This Agreement is written and will be construed in the English language.

12.3 Severability. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted, and the remaining portions of this Agreement shall remain in full force and effect.

12.4 Waiver. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

12.5 Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other

address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

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12.8 Independent Contractors. The parties are independent contractors, and nothing in this Agreement is intended to create any agency, partnership or joint venture relationship between them.

12.9 Force Majeure. Except for Licensee's obligation to pay Fortify hereunder, neither party will be responsible for failure of performance due to causes beyond its reasonable control. Such causes include without limitation, natural disasters, acts of God, labor disputes, actions of any government agency and shortage of materials.

12.10 Entire Agreement. This Agreement constitutes the entire agreement between Fortify and Licensee with respect to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard thereto, and supersedes any and all other written or oral agreements existing between the parties hereto regarding the subject matter of this Agreement or any conflicting terms or any standard terms and conditions set forth on a purchase order or click-through agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

12.11 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.