

TECHNOLOGY TRANSFER AGREEMENT

This AGREEMENT, entered into on the date of the final signature hereof, between the **National Security Agency** (hereinafter designated as the NSA), an instrumentality of the United States Government, having its principal office at 9800 Savage Road, FT Meade, Maryland, 20755-6000 and **Praxis High Integrity Systems Ltd.**, a business organized and existing under the laws of England and Wales (hereinafter referred to as the Company), having its principle office at 20 Manvers Street, Bath, BA1 1PX UK.

WHEREAS, NSA has developed, either by NSA employees or through contract, technology, software and/or technical data named "**Tokeneer Control Software**" (hereinafter referred to as the WORK) and the NSA retains sufficient rights to transfer the WORK;

WHEREAS, the Company has requested a copy of the WORK;

WHEREAS, this AGREEMENT promotes utilization of the results of federally supported research or development;

WHEREAS, this AGREEMENT is deemed to be in the public interest; AND

NOW, THEREFORE, in consideration of the promises and the faithful performance of the mutual covenants herein contained, IT IS AGREED:

1. *Transfer.* NSA hereby transfers to the Company a copy of the WORK "AS IS" with no additional support or assistance. Nothing relating to this AGREEMENT expresses a guarantee of any future contracts, services, etc. from NSA.
2. *Scope.* The WORK in this AGREEMENT shall include materials, such as requirements documents, provided by NSA during the conduct of contract No. X57/6000437 in order to produce the software included in the WORK as well as all materials produced by the Company. This shall include requirements analysis documents, specifications, design documents, source code, executable code, and all test and verification materials.
3. *Rights Granted to Company.* Company shall have a royalty-free, worldwide, non-exclusive, license to reproduce, prepare derivative works from, distribute, perform, or display the WORK and to authorize others to do so.
4. *Secondary Transfer.* The Company may transfer to other parties any and all portions of the WORK under terms of their choosing provided that:
 - i. All terms of this AGREEMENT are maintained.
 - ii. All existing rights held by NSA, to include copyright and patent rights, are preserved.
 - iii. Company shall affix a copyright symbol to the portion of the Work developed under contract. The copyright legend shall state "© (Year developed) United States Government, as represented by the Director,

National Security Agency. All rights reserved." The Company shall also indicate that portions of the Work provided by NSA are not subject to copyright protection as provided in 17 U.S.C. §105. Furthermore, the Company may include the statement "This material was originally developed by Praxis High Integrity Systems Ltd. under contract to the National Security Agency."

5. *Reimbursement of cost of medium.* The Company shall reimburse NSA \$0 for the cost of the medium on which the WORK is delivered.
6. *No Immunity.* Nothing relating to the AGREEMENT, nor this AGREEMENT itself, shall be construed to confer upon the Company any immunity from charge of copyright misuse or patent infringement, and the acquisition and use of rights pursuant to this AGREEMENT shall not immunize the Company from the operation of state, U.S. Federal law, or any other law where the Company may be properly sued.
7. *Endorsement.* Execution of this AGREEMENT by the Agency shall not be construed as a direct or indirect endorsement by the Agency of any product or service of the Company, its successors, assignees, or licensees. Company agrees, moreover, that it shall not, in any manner, represent or imply that this AGREEMENT is an endorsement by the Agency of any such product or service.
8. *Modification.* This AGREEMENT may be modified only upon mutual agreement of NSA and the Company. Such mutual agreement shall be in writing.
9. *Termination of this AGREEMENT.* Either NSA or the Company, for any reason upon written notice to the other party, may terminate this AGREEMENT.

Notice under this AGREEMENT shall be provided to:

National Security Agency
Attn: Marian Roche
Suite 6541
9800 Savage Road
Ft. Meade, MD 20755-6541

Praxis High Integrity Systems Ltd
Attn: Roderick Chapman
20 Manvers Street
Bath BA1 1PX UK
+44 (0)1225 466991

Said designation may be changed from time to time by written notice to the other party.

10. *Statutes and Regulations.* Information and products that may be developed pursuant to this AGREEMENT may contain information for which export is restricted by United States Export Control laws (the Arms Control Act (22 U.S.C. §2751 *et seq.*) or the Export Administration Act (50 App. U.S.C. §2401 *et seq.*) and their implementing regulations) and the export control laws of the United Kingdom.

Nothing in this AGREEMENT shall be construed to permit any export or disclosure in violation of these authorities. Company shall ensure that all applicable export control laws are followed.

11. *Government official not to benefit.* No member of, or delegate to, the U.S. Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. This provision, however, shall not apply if this Agreement is made with a corporation for the general benefit of the corporation.
12. *Entire AGREEMENT.* This AGREEMENT constitutes the entire agreement between the parties hereto relating to the specific subject matter hereof and merges all prior discussions between them. There are no terms, obligations, covenants, representations, statements, or conditions other than those contained herein. No variation or modification of this AGREEMENT or waiver of any of the terms or provisions hereof shall be deemed valid unless in writing and signed by both parties hereto.
13. *Applicable law.* U.S. Federal law shall govern the interpretation of this AGREEMENT.
14. **DISCLAIMER OF LIABILITY. NSA SHALL NOT BE LIABLE FOR DAMAGES ARISING OUT OF OR RESULTING FROM ANY COPYRIGHT INFRINGEMENT SUIT, PATENT INFRINGEMENT SUIT, ANY OTHER SUIT, OR ANYTHING MADE AVAILABLE HEREUNDER OR THE USE THEREOF NOR BE LIABLE TO THE COMPANY FOR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES.**

NATIONAL SECURITY AGENCY

Praxis High Integrity Systems Ltd.

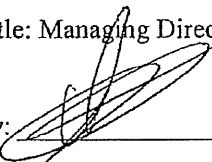
Name: Marian Roche

Name: Keith Williams

Title: Director of the Office of Research
and Technology Applications (ORTA)

Title: Managing Director

By: Marian Roche

By: 

Date: 23 July 08

Date: 18 July 2008