

MTS SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT is made and entered into on the date listed below (the "Effective Date") by and between NAVA, Inc., a not-for-profit corporation organized and existing under the laws of the State of Connecticut, located at 11710 Plaza America Drive, Suite 100, Reston, Virginia 20190 (hereinafter referred to as "Licensor"), and the company listed below (hereinafter referred to as "Licensee").

WHEREAS, Licensor is the developer and owner of the NAVA Message Testing Service ("MTS") software tool (the "Tool"). This tool is provided for use only under the terms of this license. The intended purpose of this tool is to assist users in determining the correctness of their messages only to the extent of being in conformance with then current NAVA specifications for such messages and only for those messages covered under those specifications. NAVA publishes these specifications on an 'as-needed' basis and these messages are publically available. It is the responsibility of the user to insure they are operating under the correct version of specification relative to the use of this tool.

WHEREAS, Licensor desires to grant to Licensee and Licensee desires to obtain a license to use the Tool solely in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in this Agreement, the parties agree as follows:

1. GRANT OF LICENSE

Subject to the provisions of this Agreement, Licensor grants to Licensee, and Licensee accepts, a non-exclusive, nontransferable, license to use the Tool, including any subsequent updates to the Tool supplied by the Licensor from time to time.

Licensee shall designate an MTS Prime Contact to receive the credentials required to download the Tool. Use of the Tool is restricted solely to Licensee and its employees, defined as persons using the same email convention as the MTS Prime Contact. Licensee agrees that it will not copy, duplicate, reproduce, license or sublicense the Tool, or transfer or convey the Tool or any right in the Tool to anyone else.

2. TERM OF THIS AGREEMENT

The parties agree that, subject to the provisions of Sections 10 and 11 of this Agreement regarding termination, this Agreement will continue in force for one (1) year from the first day of the month immediately following the Effective Date.

3. LICENSE FEES

In consideration for the grant of the license and use of the Tool, Licensee shall pay an annual subscription fee in the amount of \$ 750.00 if a member of NAVA, or \$1,200.00 if not a member.

4. PROTECTION OF THE TOOL

Licensee agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on the Tool or output generated by the Tool.

Licensee agrees not to modify, reverse engineer, disassemble, or decompile the Tool, or any portion thereof.

Licensee acknowledges Licensor's ownership of the Tool and agrees that it will do nothing inconsistent with such ownership. Licensee agrees that all use of the Tool by Licensee and all goodwill developed therefrom will inure to the benefit of and be on behalf of Licensor.

Licensee acknowledges that nothing in this Agreement will give Licensee any right, title, or interest in the Tool other than the right to use the Tool in accordance with this Agreement. Licensee agrees that it will not attack the title of Licensor to the Tool or attack the validity of this Agreement.

5. WARRANTY

The Tool is provided "as is" and NAVA makes no representations or warranties, express or implied, in its regard, including, but not limited to, warranties of merchantability and fitness for a particular purpose.

6. LIMITATION OF LIABILITY

Licensor shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost profits or otherwise, which may arise in connection with Licensee's use of the Tool. In no event shall Licensor's liability hereunder exceed the amount of license fees paid for the Tool, regardless of whether Licensee's claim is based on contract, tort, or otherwise.

7. NONASSIGNABILITY

Licensee shall not assign this Agreement or its rights hereunder without the prior written consent of Licensor.

8. SUBLICENSE

Licensee may not enter into any sublicense pursuant to this Agreement without the prior written consent of Licensor.

9. APPLICABLE LAW, JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws. Any case, controversy, suit, action, or proceeding arising out of, in connection with, or related to, this Agreement shall be brought in any Federal or State court located in the Commonwealth of Virginia.

10. TERMINATION

Licensor shall have the right to terminate this Agreement effective immediately upon the breach of any of the duties and obligations of Licensee under this Agreement.

The exercise of any right of termination shall not affect any rights, which have accrued prior to termination and shall be without prejudice to any other legal or equitable remedies to which

Licensor may be entitled by reason of such rights. The obligations and provisions of Section 4 of this Agreement shall survive any expiration or termination of this Agreement.

11. EFFECTS OF AND PROCEDURE ON TERMINATION

Upon the expiration or termination of this Agreement, Licensee agrees immediately to discontinue all use of the Tool and to destroy all materials, printed, electronic, or otherwise, bearing the Tool. Licensee agrees that all rights in the Tool and the goodwill connected therewith shall remain the property of Licensor.

In the event the Agreement is terminated as a result of Licensee's unauthorized use, transfer or disclosure of the Tool, Licensee will not be eligible to receive a new Agreement or updates to the Tool for a period of one year from the date of termination. In addition, Licensor shall be entitled to equitable relief to protect its interests in the Tool, including, but not limited to, preliminary and permanent injunctive relief.

12. NOTICES

Any notice, demand, waiver, consent, approval, or disapproval (collectively referred to as "notice") required or permitted herein shall be in writing and shall be given personally, by messenger, by air courier, by telecopy, or by prepaid registered or certified mail, with return receipt requested, addressed to the individual signing on behalf of the licensee or such other person designated by the licensee.

13. MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral.

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties to this Agreement unless made in writing and duly signed by both parties. A waiver by either party of any of the terms or conditions of this Agreement in any one instance shall not be deemed a waiver of such terms or conditions in the future.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date written below.

Date: _____

Company: _____

Signature: _____

Name: _____

Title: _____



The Association for Insured Retirement Solutions®

NAVA MESSAGE TESTING SERVICE (MTS)

To subscribe to the NAVA Message Testing Service (MTS), please complete the order form below and fax or mail to NAVA, 11710 Plaza America Drive, Suite 100, Reston, VA 20190, Fax: (703) 707-8831.

Subscription is for a site license (one subscription per company).

SUBSCRIPTION INFORMATION

One-Year Subscription to NAVA MTS (please indicate the appropriate amount per your member status):

NAVA Member rate = \$750.00

Nonmember rate = \$1,200.00

Please designate an MTS prime contact individual to receive the credentials required to download the MTS.

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

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PHONE: _____ EMAIL: _____

PAYMENT INFORMATION

Please check appropriate payment category:

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If paying by credit card, please supply the following information:

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Only fully paid subscriptions will be processed. Please use this form as an invoice if needed. Subscription confirmation/receipt will be emailed to the designated MTS prime contact individual above. **All forms of payment must be accompanied by a copy of this subscription order form and a signed NAVA MTS site license agreement.**

Questions regarding payment processing may be directed to: Lisa Vongprachanh (lvongprachanh@navanet.org; Phone: (703) 707-8830 ext. 12)

Questions related to content or use of the MTS may be directed to NAVA by email to STP@navanet.org.