LICENSE AGREEMENT
FOR THE BOYER-MOORE THEOREM PROVER

THIS AGREEMENT, made as of the _____ day of _____, 1991, is between

COMPUTATIONAL LOGIC, INCORPORATED, Robert S. Boyer, and J Strother Moore
1717 W. Sixth Street, Suite 290
Austin, Texas 78703-4776

hereinafter referred to as "LICENSOR," and

_____

_____

_____
(Licensee's name and address)

hereinafter referred to as "LICENSEE."

WHEREAS, LICENSOR is the developer of and holds technology relating to the Boyer-Moore Theorem Prover software, hereinafter referred to as "NQTHM;"

WHEREAS, LICENSEE is desirous of obtaining from LICENSOR a non-exclusive license to use NQTHM;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. The LICENSOR hereby grants LICENSEE a nontransferable, royalty-free and non-exclusive worldwide license, on the terms and conditions of this license agreement, to (i) install and use NQTHM on or in connection with any computer system operated by LICENSEE, (ii) merge NQTHM with other programs to form derivative works, and (iii) redistribute such derivative works. This license may be revoked if LICENSOR finds the LICENSEE is in violation of the terms and conditions set forth in this agreement.

II. LICENSOR provides NQTHM on an "as is" basis without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. LICENSOR will not be responsible for the correction of any bugs or other deficiencies in NQTHM or its documentation. In no event shall LICENSOR be responsible for any damages of any kind, including, but not limited to, special, indirect or consequential damages arising out of or in connection with the use or performance of NQTHM.

III. The documentation for NQTHM, "A Computational Logic Handbook," by Robert S. Boyer and J Strother Moore, Academic Press, Boston, 1988 (ISBN 0-12-122952-1) (hereinafter referred to as the "HANDBOOK"), may be purchased by separate arrangement from Academic Press. LICENSOR, from time to time, may issue amendments and additions to the HANDBOOK. These amendments and additions, together with the HANDBOOK, shall hereinafter be called the "DOCUMENTATION."

IV. This license is subject to the LICENSEE'S agreement to the following restrictions:

A. Ownership of NQTHM and the copies provided under this license agreement shall at all times remain with LICENSOR. The LICENSEE acquires no ownership right or interest in NQTHM or copyrights for NQTHM and its documentation through this license.

B. The LICENSEE may not alter or add to the NQTHM source files in any way.

C. Derivative systems may be constructed by including the NQTHM source files in the source files for the larger system. If a derivative system uses NQTHM in a way that causes it to behave differently than it does in isolation (e.g., if the derivative system redefines an NQTHM program or data structure) or uses NQTHM programs other than those described in the DOCUMENTATION, such a system is said to be a "MODIFICATION OF NQTHM."

D. MODIFICATIONs OF NQTHM must be programmed, documented, distributed and publicized in such a way that users of those systems are made aware that a modification of NQTHM is being used. Furthermore, any announcement or publication of a result proved by a modification must clearly state that the result was proved by a MODIFICATION OF NQTHM. Under no circumstances shall a MODIFICATION of NQTHM be represented as NQTHM.

E. The LICENSEE shall reproduce and include the following copyright notice at the top of every copy of each NQTHM source file, including those in derivative systems:

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; Copyright © 1989 Robert S. Boyer, J Strother Moore and Computational Logic, Inc. (CLI).
; All rights reserved.

; Copying of this file is authorized to licensees who
; have executed the true and proper "License Agreement
; for the Boyer-Moore Theorem Prover" with CLI. The
; license agreement is contained at the beginning of
; the NQTHM file "basis.lisp".
```

F. The LICENSEE shall reproduce and include an NQTHM version identification line immediately below the copyright notice in every copy of each NQTHM source file, including the NQTHM source file contained in derivative systems. The typical form of the identification line is:

```
; NQTHM Version 2.1
```

G. The LICENSEE may redistribute NQTHM to others on the condition that the receiving party obtain a license to use NQTHM from the LICENSOR. The receiving party shall obtain a license to use NQTHM, on the same terms and conditions set forth in this license agreement, by sending a letter to LICENSOR that includes (1) a statement that the receiving party has read this license agreement and agrees to abide by the terms and conditions set forth in the license, (2) the version number of the NQTHM obtained, and (3) the name and postal address of the receiving party. The LICENSEE shall ensure that the receiving party sends a letter to LICENSOR, at the address stated above, within thirty days of the receiving party's receipt of NQTHM.

H. If the LICENSEE distributes a derivative system based on NQTHM, the LICENSEE must notify LICENSOR, in writing at the address stated above, that such distribution is taking place.

I. LICENSEE indemnifies and holds LICENSOR harmless against any and all liability and attorney fees and costs in defending against third party claims or threats of claims against LICENSOR arising out of the LICENSEE's use, sales, license, or sublicense of NQTHM.

J. The restrictions specified in this license also apply to sublicenses and any and all derivative works.

K. NQTHM is provided by LICENSOR in a spirit of scientific cooperation. LICENSOR requests that people enjoying the use of NQTHM cooperate to help further develop and distribute NQTHM. Specifically, LICENSOR requests that:

(1) LICENSOR be immediately advised if it is possible to obtain (FALSE) as an "endorsed theorem" (see page 312 of the HANDBOOK).

(2) LICENSOR be informed of other perceived bugs in NQTHM or discrepancies between NQTHM and its documentation.

(3) Insofar as it can be done without violating confidentiality agreements, LICENSEE inform LICENSOR of those machines and Common Lisp dialects used to run NQTHM and that LICENSOR periodically be sent brief summaries of or bibliographic reference to the projects involving NQTHM.

V. LICENSOR will attempt to notify the LICENSEE the first time that LICENSOR learns that NQTHM is logically unsound when used in accordance with the DOCUMENTATION. LICENSOR will do this by sending a letter to the postal address LICENSOR has on file for each LICENSEE.

VI. LICENSOR from time to time may notify the LICENSEE of new releases and amendments or

additions to the DOCUMENTATION.

VII. If LICENSEE has a system representing itself as NQTHM, but has not obtained such system from LICENSOR through this license agreement, then LICENSEE is advised that such system was not obtained through LICENSOR and it is possible that the system obtained from a source other than the LICENSOR is not NQTHM.

VIII. This license for NQTHM shall be effective from the date LICENSEE signs this license agreement and shall remain in force until the LICENSEE discontinues its use of NQTHM. In the event the LICENSEE neglects or fails to perform or observe the terms and conditions set forth in this license agreement, the license granted hereunder shall be immediately terminated and, within five days after the termination of this license, the LICENSEE shall (i) destroy all copies of NQTHM, in whatever form it possesses or maintains control thereof, and (ii) certify to the LICENSOR in writing that all copies of NQTHM, in whatever form it possesses or maintains control thereof, have been destroyed.

In WITNESS WHEREOF, LICENSOR AND LICENSEE, by their undersigned, authorized agents, have read and agree to abide by the terms and conditions set forth in this agreement, effective on the date the LICENSEE signs this agreement.

LICENSOR	LICENSEE
_____	_____
Name of Signer: _____	Name of Signer: _____
Computational Logic, Incorporated	Name of LICENSEE: _____
_____	_____
Date	Date