

**GEORGIA TECH RESEARCH CORPORATION
SOFTWARE AGREEMENT**

THIS AGREEMENT made and entered into the ___ day of _____ 20___, (hereinafter "Effective Date"), by and between **GEORGIA TECH RESEARCH CORPORATION**, a non-profit corporation, organized and existing under the laws of the State of Georgia, with offices at Georgia Institute of Technology (hereinafter "GIT"), 505 Tenth Street, Atlanta, Georgia 30332-0415 (hereinafter "GTRC"), and _____ with offices at (street address), (City), (State) (zip code) (hereinafter "Licensee").

WITNESSETH:

WHEREAS, GTRC has designed and developed proprietary software including documentation entitled "_____", which is the subject of GTRC Software Disclosure Number ____ and has applications in _____ (hereinafter "Licensed Program"); and

WHEREAS, both parties desire that Licensee use, assess and conduct tests for purposes of internal evaluation of the Licensed Program.

NOW, THEREFORE, the parties hereto agree as follows:

I. Grant of License

- 1.1 With respect to the Licensed Program to which GTRC has rights, GTRC hereby grants Licensee a nonexclusive, nontransferable, license to use the Licensed Program on a single CPU in the direct control of Licensee.
- 1.2 Licensee shall have the right to incorporate Licensed Program with other software programs ("Accompanying Software") Licensee has rights in and to for purposes granted in Article 1.1.
- 1.3 The license granted herein includes the right to copy the Licensed Program for the back-up and recovery purposes only.
- 1.4 *No authorization to modify, translate, decompile, transform, or reverse engineer the Licensed Program is granted.*

II. Consideration for License

- 2.1 Licensee shall pay GTRC _____ U.S. Dollars (\$_____) for each "seat" license for Licensed Program.

III. Copyright and Ownership

- 3.1 The Licensed Program, and all copies thereof, are proprietary to and the property of GTRC and title thereto remains in GTRC. All applicable rights in copyrights, trademarks and trade secrets in the Licensed Program are and will remain in GTRC.
- 3.2 In order to protect GTRC's trademark, copyright, trade secret and other proprietary rights in the Licensed Program, Licensee agrees to reproduce and incorporate GTRC's copyright notice, trademark notice, and other proprietary markings thereon in any such copies, including partial copies in any form allowed in accordance with this Agreement.

IV. Disclaimer, Warranty and Limitation of Liability

- 4.1 LICENSEE ACCEPTS THE PROGRAM ON AN "AS IS" BASIS. GTRC MAKES NO WARRANTY THAT ALL ERRORS CAN BE OR HAVE BEEN ELIMINATED FROM THE PROGRAM. GTRC MAKES NO WARRANTY THAT THE PROGRAM WILL PROPERLY INTERACT WITH ANY ACCOMPANYING SOFTWARE. GTRC SHALL NOT BE RESPONSIBLE FOR LOSSES OF ANY KIND RESULTING FROM THE USE OF THE PROGRAM AND CAN IN NO WAY PROVIDE COMPENSATION FOR ANY LOSSES SUSTAINED, INCLUDING BUT NOT LIMITED TO ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR TORT, OR FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE SECRETS, OR SIMILAR RIGHTS OF THIRD PARTIES, NOR ANY BUSINESS EXPENSE, MACHINE DOWNTIME OR DAMAGES CAUSED LICENSEE BY ANY DEFICIENCY, DEFECT OR ERROR IN THE PROGRAM OR MALFUNCTION THEREOF, NOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED. GTRC DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED RESPECTING THE USE AND OPERATION OF THE PROGRAM AND ITS ACCOMPANYING DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. GTRC MAKES NO WARRANTY THAT THE PROGRAM IS ADEQUATELY OR COMPLETELY DESCRIBED IN, OR BEHAVES IN ACCORDANCE WITH ANY ACCOMPANYING DOCUMENTATION. THE LICENSEE IS EXPECTED TO MAKE THE FINAL EVALUATION OF THE PROGRAM'S USEFULNESS IN LICENSEE'S OWN ENVIRONMENT.
- 4.2 In no event shall GTRC be liable for any use by Licensee of the Licensed Program or any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with Licensee's performance under this Agreement.
- 4.3 GTRC shall have no obligation for support or maintenance of the Licensed Program.

V. Term and Termination

- 5.1 This Agreement shall commence on the Effective Date and shall continue in perpetuity in accordance with Section 5.2 herein.
- 5.2 If Licensee fails to comply with any of its obligations under this Agreement, GTRC shall have the right, at any time, to terminate the license without prior written notification. Within ten (10) days after termination of the license, Licensee will destroy all copies of the Licensed Program, including backup copies, and return all documentation related to the Licensed Program to GTRC.
- 5.3 The provisions of Articles 4 and 5 shall survive termination of this Agreement for any reason.

VI. General Provisions

- 6.1 **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- 6.2 **Entire Agreement.** This Agreement is the complete and exclusive statement between the parties relating to the subject matter hereof, and supersedes all prior understandings, communications, or representations, either oral or written, between the parties. This License Agreement may not be modified or altered except by a written instrument duly executed by Licensee and GTRC.
- 6.3 **Force Majeure.** Neither party shall be held in breach of this Agreement because of acts or omissions caused by any act of God or other cause beyond the control of the parties, including, but not limited to, fire, floods, labor disputes, or other unforeseen circumstances.

6.4 **Export.** *Licensee shall not export Licensed Program or any portion thereof without fully and completely complying with any and all United States export or munitions control regulations and laws. Furthermore, it is the sole responsibility of the Licensee to obtain any and all such required approval documentation from the United States government.*

IN WITNESS WHEREOF, the parties have set their hands and seals and duly executed this Agreement effective as of the date first above written.

GEORGIA TECH RESEARCH CORPORATION

Licensee

By: _____

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Typed Name: _____

Title: _____

Date: _____