**SOFTWARE LICENSE AGREEMENT**

**SOURCE CODE**

**THIS SOFTWARE LICENSE AGREEMENT** (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_ , 20\_\_ (the “Effective Date”) by and between The University of Texas (“University”), a component of The University of Texas System (“System”) and , a corporation having offices at (“Licensee”).

**RECITALS**

A. University is the owner of, or has acquired rights to, the Software and Documentation (as defined below).

B. University desires to grant to Licensee and Licensee desires to obtain from University a(n) (non)exclusive license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. DEFINITIONS.**

1.1 “Derivative Products” shall mean computer programs in machine readable object code or source code form developed or otherwise acquired by Licensee which are a modification of, enhancement to, derived from or based upon Software.

1.2 “Designated Equipment” shall mean the hardware products identified on Exhibit “A” with which the Software is licensed for use.

1.3 “Documentation” shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Licensee by University in connection with the Software.

1.4 “End Users” shall mean

1.5 “License Fee” shall mean

1.6 “Licensed Field” shall mean

1.7 “Licensed Territory” shall mean

1.8 “Software” shall mean the computer programs in machine readable object code and source code form listed in Exhibit “A” attached hereto and any subsequent error corrections or updates supplied to Licensee by University pursuant to this Agreement. Exhibit “A” may be amended from time to time by the parties in writing.

**2. GRANT OF RIGHTS.**

2.1 University hereby grants, and Licensee hereby accepts, subject to the terms and conditions of this Agreement, a(n) (non)exclusive, nontransferable and nonassignable license (i) to use and modify the Software in source code form to create Derivative Products and (ii) to use, manufacture, reproduce, have reproduced, sublicense, market and distribute the Documentation and the Software and any Derivative Products in object code form solely for use with the respective Designated Equipment identified on Exhibit “A” attached hereto from the Effective Date hereof until terminated in accordance herewith.

2.2 Licensee shall have the right to copy or reproduce the Software and Documentation, in whole or in part, as necessary to license to End Users the object code version of the Software for use on designated systems. Such End Users shall be users of Licensee’s [computerized diagnostic imaging equipment or computers]. Licensee agrees that the Software is University’s confidential information and shall treat and handle confidential information in accordance with the provisions of Article 16. Licensee shall be responsible for the payment of royalties due to University hereunder based on any licenses granted by Licensee to End Users using Software, whether or not such amounts have been actually paid to or received by Licensee from its End Users.

[2.3 University shall have the right at any time after two (2) years from the date of this Agreement, to terminate the exclusivity of the license granted herein in any jurisdiction within Licensed Territory if Licensee, within ninety (90) days after written notice from University as to such intended termination of exclusivity, fails to provide written evidence that it has licensed End Users or is actively attempting to recruit End Users of the Software licensed hereunder within such jurisdiction. University agrees to negotiate in good faith with Licensee for terms under such a non-exclusive arrangement. Evidence provided by Licensee that it has an active development, manufacturing or marketing program directed toward production and licensing of Software shall be deemed satisfactory evidence. Upon University’s written request, but not more than once per calendar year, Licensee agrees to inform University of its efforts to commercialize Software.]

**3. DELIVERY.**

University shall deliver to Licensee a master copy of the Software licensed hereunder in object code form suitable for reproduction, together with a copy of the Software in source code form. University shall deliver the foregoing in electronic files only.

**4. MODIFICATIONS.**

4.1 Error Corrections and Updates. University will provide Licensee with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with University’s release schedule for a period of one (1) year from the date of shipment. In addition, University will provide Licensee with updated source code for each new release of the Software licensed hereunder to the extent available for a period of one (1) year from the date of shipment.

4.2 Other Modifications. Licensee may, from time to time, request that University incorporate certain features, enhancements or modifications into the Software. University may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of University’s licensees.

4.3 Title to Modifications. All such error corrections, bug fixes, patches, updates or other modifications shall be the sole property of University.

**5. DERIVATIVE PRODUCTS.**

5.1 Title to Incorporated Software. Title to and ownership of any portion of the Software or Documentation incorporated into a Derivative Product shall at all times remain with University and/or its supplier, and Licensee shall not have any title or ownership interest therein.

5.2 Title to Derivative Products. Title to and ownership of any portion of a Derivative Product created by Licensee and not owned by University and/or its supplier pursuant to Section 5.1 above shall be held by Licensee.

5.3 Incorporation Into Other Software. Licensee may, in its discretion, incorporate the Software, Derivative Products or parts thereof, into other of its products, provided Licensee complies with the provisions of Article 2 above and Licensee’s obligations under Articles 6, 7 and 8 below.

5.4 Maintenance of Derivative Products. University shall not be required to maintain or otherwise repair any Derivative Products. Any assistance in repairing errors or defects in the Derivative Products which may be provided by University, in its sole discretion, shall be subject to the terms of a separate agreement.

5.5 Products Developed by University. Nothing contained in this Agreement shall be construed to limit University’s rights to modify the Software or to develop other products which are similar to or offer the same or similar improvements as any Derivative Products developed by Licensee. [Note - may not be appropriate with an exclusive license.]

**6. LICENSE FEES AND PAYMENT.**

6.1 License Fee. In consideration of the license rights granted in Article 2 above, Licensee shall pay the License Fees or other consideration for the Software, Documentation and any Derivative Products as set forth on Exhibit “A” attached hereto. All amounts payable hereunder by Licensee shall be payable in United States funds without deductions for taxes, assessments, fees, or charges of any kind. Checks shall be made payable to University and shall be forwarded to the Office at University as follows:

6.2 Taxes and Other Charges. Licensee shall be responsible for paying all (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Software, Derivative Products or Documentation hereunder, (ii) freight, insurance and installation charges, and (iii) import or export duties or like charges.

6.3 Audit. For a period of three (3) years following the delivery of a report pursuant to Section 6.4 below, Licensee shall keep complete and accurate records of the number of copies of the Software sold or otherwise transferred and the media in which it was transferred to End Users by Licensee under the license granted by this Agreement in sufficient detail to enable the royalties payable hereunder to be determined accurately. Licensee shall permit an independent public accountant selected by University or its representatives, and approved by Licensee, such approval not to be unreasonably withheld, at University’s expense, to periodically examine its books, ledgers, and records during regular business hours for the purposes of and to the extent necessary to verify any report required under this Agreement. In the event that the amounts due to University are determined to have been underpaid, Licensee shall pay accrued interest at the prime rate plus two percent (2%), unless such interest is greater than the highest allowable rate by law in which case the interest rate shall be the highest allowable rate by law, together with the amount of monies underpaid, within fifteen (15) days of notification by University of the underpayment. If such underpayment is more than ten percent (10%) of the amount due, Licensee shall further pay the cost of such examination.

6.4 Reports. Within sixty (60) days after March 31 and September 30 of each year, Licensee shall deliver to University a true and accurate report setting forth in detail the number of copies of the Software sold or otherwise transferred and the media in which it was transferred under this Agreement to End Users during the preceding six (6) calendar months. Such report shall include at least (a) the numbers of copies of Software that it has produced during the period; (b) the total number of End User licenses granted during the period; (c) the calculation of royalties thereon; and (d) the total royalties so computed and due to University for the reporting period. Simultaneously with the delivery of each such report, Licensee shall pay to University the amount, if any, due for the period covered by such report. If no payments are due, it shall be so reported.

**7. PROTECTION OF SOFTWARE.**

7.1 Proprietary Notices. Licensee shall maintain and place on any copy of the Software which it reproduces, whether for internal use or for distribution to End Users, all such notices as are authorized and/or required hereunder. Licensee shall use the following notice, or such other reasonable notice as University shall from time to time require, on each copy of the Software. Such notice shall be loaded in the computer memory for use, display, or reproduction and shall be embedded in program source code and object code, in the video screen display, on the physical medium embodying the Software copy, and on any Documentation and sublicensee reference manuals:

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7.2 Ownership. Licensee further acknowledges that all copies of the Software in any form provided by University or made by Licensee are the sole property of University and/or its suppliers. Licensee shall not have any right, title, or interest in or to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software, Derivative Products and Documentation consistent with maintenance of University’s proprietary rights therein.

7.3 Sublicenses. No license to sublicense the source code of the Software or any portion thereof included in any Derivative Products is granted hereunder. In addition, Licensee will not sublicense the object code of the Software or any portion thereof included in any Derivative Product to customers of Licensee without a sublicense agreement which includes, without substantive alteration, the terms and conditions set forth in Exhibit “B” attached hereto. Each such sublicense agreement shall be written in the principal language used for the conduct of business in the country where the sublicense agreement is being used. Licensee will provide University with a copy of each sublicense agreement used by Licensee to sublicense the Software. Licensee agrees to use its best efforts to enforce the obligations of its sublicense agreements and to inform University of any known breach of such obligations. University shall have the right to enforce the terms of each sublicense agreement.

7.4 Copies. Licensee shall not copy the source code of the Software except that Licensee may make one copy solely for archival or backup purposes, and may make such copies as are necessary for the creation of Derivative Products.

**8. CONFIDENTIALITY.**

8.1 Acknowledgement. Licensee hereby acknowledges and agrees that the Software, Derivative Products and Documentation constitute and contain valuable proprietary products and trade secrets of University and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Licensee agrees to treat (and take precautions to ensure that its employees treat) the Software, Derivative Products, and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below.

8.2 Maintenance of Confidential Information. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use of disclosure to others not parties to this Agreement of such confidential information as can be established to: (a) have been known publicly; (b) have been known generally in the industry before communication by the disclosing party to the recipient; (c) have become know publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (d) have been known otherwise by the recipient before communication by the disclosing party; or (e) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

8.3 Injunctive Relief. Licensee acknowledges that the unauthorized use, transfer or disclosure of the Software, Derivative Products, Documentation or copies thereof will (i) substantially diminish the value to University of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render University’s remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software, Derivative Products or Documentation, University shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

8.4 Survival. Licensee’s obligations under this Article 8 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

**9. WARRANTIES; SUPERIOR RIGHTS.**

9.1 Ownership. Except for the rights, if any of the Government of the United States, as set forth herein below, University represents its belief that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

9.2 Government Rights. Licensee understands that the Software may have been developed under a funding agreement with the Government of the United States of America and, if so, that the Government may have certain rights relative thereto. This Agreement is explicitly made subject to the Government’s rights under any such agreement and any applicable law or regulation, if any. To the extent that there is a conflict between any such agreement, applicable law or regulation and this Agreement, the terms of such Government agreement, applicable law or regulation shall prevail. Distribution of the Software to any government agency by Licensee shall not be subject to the License Fee set forth herein.

9.3 Limited Warranty. University represents and warrants to Licensee that the Software when properly installed by Licensee and used with the Designated Equipment will perform substantially as described in University’s then current Documentation for such Software for a period of ninety (90) days from the date of shipment.

9.4 Limitations. Notwithstanding the warranty provisions set forth in Section 9.3 above, all of University’s obligations with respect to such warranties shall be contingent on Licensee’s use of the Software in accordance with this Agreement and in accordance with University’s instructions as provided by University in the Documentation, as such instructions may be amended, supplemented, or modified by University from time to time. University shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

9.5 Licensee’s Sole Remedy. University’s entire liability and Licensee’s exclusive remedy shall be, at University’s option, either (a) return of the price paid or (b) repair or replacement of the Software upon its return to University; provided University receives written notice from Licensee during the warranty period of a breach of warranty. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

9.6 Disclaimer of Warranties. UNIVERSITY DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN SECTION 9.3 ABOVE ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY UNIVERSITY. THERE ARE NO OTHER WARRANTIES RESPECTING THE SOFTWARE, DERIVATIVE PRODUCTS, DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF UNIVERSITY HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF UNIVERSITY IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF UNIVERSITY AS SET FORTH HEREIN.

9.7 Limitation of Liability. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH UNIVERSITY IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY UNIVERSITY OF THE RISK OF LICENSEE’S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE’S USE OF THE SOFTWARE, DERIVATIVE PRODUCTS AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT UNIVERSITY SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING OR USE OF THE SOFTWARE, DERIVATIVE PRODUCTS OR DOCUMENTATION. Any provision herein to the contrary notwithstanding, the maximum liability of University to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Software delivered to Licensee hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to University by Licensee for the Software whose license, use, or other employment gives rise to the liability. The essential purpose of this provision is to limit the potential liability of University arising out of this Agreement. The parties acknowledge that the limitations set forth in this Article 9 are integral to the amount of consideration levied in connection with the license of the Software, Derivative Products and Documentation and any services rendered hereunder and that, were University to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

**[NOTE: Do not offer this paragraph unless it is requested by the licensee. Delete it from all blank agreements that you send out to prospective licensees.]**

**10. INDEMNIFICATION.**

10.1 University shall indemnify, hold harmless and defend Licensee against any action brought against Licensee to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a United States copyright and University shall pay all costs, settlements and damages finally awarded; provided, that Licensee promptly notifies Institution in writing of any claim, gives University sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in University’s opinion is likely to become the subject of such a claim, University shall, at its option, either: (i) procure for Licensee the right to continue using the Software (ii) modify or replace the Software to make it noninfringing, or (iii) refund the fee paid, less reasonable depreciation, upon return of the Software. University shall have no liability regarding any claim arising out of: (w) use of other than a current, unaltered release of the Software unless the infringing portion is also in the then current, unaltered release, (x) use of the Software in combination with non-University software, data or equipment if the infringement was caused by such use or combination, (y) any modification or derivation of the Software not specifically authorized in writing by University or (z) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF UNIVERSITY AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE SOFTWARE.

**[NOTE: This paragraph would be paragraph 10.1 in first drafts of this agreement and the first clause (“Except for the foregoing infringement claims,” would be deleted. If the licensee asks for an infringement indemnity, offer 10.1 above and this paragraph, with the reinstated lead-in clause.]**

10.2 Except for the foregoing infringement claims, Licensee shall indemnify and hold harmless System, University, their Regents, officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of Licensee’s modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee, its sublicensees, if any, its subsidiaries or their officers, employees, agents or representatives.

**11. INSURANCE.**

**[NOTE: This section must be included if the Software has medical applications.]**

11.1 Licensee shall carry and maintain paid up policies for adequate products liability insurance, with University identified as an additional insured, and Licensee shall provide University with proof of all such insurance, copies of all such policies, and any renewals thereof at University’s request.

11.2 University, as a component of System, is an agency of the State of Texas and is self-insured pursuant to The University of Texas System Professional Medical Malpractice Self-Insurance Plan, under the authority of Section 59.01, Texas Education Code. University has and will maintain in force during the term of this Agreement adequate insurance to cover its obligations hereunder.

**12. PATENTS AND INVENTIONS.**

**[NOTE: This section is only appropriate with an exclusive license.]**

12.1 If after consultation with Licensee it is agreed by University and Licensee that a patent application should be filed for Software, University will prepare and file appropriate patent applications. Licensee shall pay the cost of searching, preparing, filing, prosecuting and maintaining patent applications and patents relating to Software. In exchange for payment of such costs associated with obtaining Software patent rights and continued payment of royalties and other consideration hereunder, Licensee shall receive an exclusive license, with the right to sublicense, for the use of Software patent rights extending for the term of any such patent or patents that may issue. If Licensee notifies University that it does not intend to pay such costs, or if Licensee does not respond or make an effort to reach agreement, the University may file such application at its own expense, and Licensee shall have no rights to such invention under this Agreement or otherwise. University shall provide Licensee with a copy of the application filed for which Licensee has paid the cost of filing, as well as copies of any documents received or filed during prosecution thereof, all of which Licensee shall treat as University’s confidential information. The parties agree to cooperate to the fullest extent to maximize the protection of the Software including without limitation the execution of necessary documents.

12.2 Licensee may petition University for approval to prepare and file appropriate United States and foreign applications on Software, or any portion thereof, subject to University’s approval of the content of the application(s) and any amendments thereto. In addition, Licensee agrees to:

* 1. Notify University of its intent to file for patent(s) related to Software at least thirty (30) days prior to applying for patent(s);
	2. Inform University of Licensee’s choice of patent counsel to prepare and prosecute said patent application(s). Final approval of patent counsel shall rest with University, whose approval shall not be unreasonably withheld;
	3. Subject to University’s approval, prepare, file and prosecute appropriate patent application(s), and maintain any patent(s) that may subsequently issue, on the invention(s) and bear all such costs;
	4. Assign such patent application(s) to System;
	5. Provide University with a copy (or copies) of all patent applications, as well as copies of any documents received or filed during prosecution thereof. Licensee will provide University with the opportunity to review, approve and comment thereon.

**13. DEFAULT AND TERMINATION.**

13.1 Events of Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 9 (Confidentiality) or makes an assignment in violation of Article 13 (Nonassignability); (3) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (4) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (5) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

13.2 Effective Date of Termination. Termination due to a material breach of Articles 2 (Grant of Rights), 5 (Derivative Products), 7 (Protection of Software), or 8 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

13.3 Obligations on Termination. Within ten (10) days after termination of this Agreement, Licensee shall cease and desist all use of the Software, Derivative Products and Documentation and shall return to University all full or partial copies of the Software, Derivative Products and Documentation in Licensee’s possession or under its control.

**14. NOTICES.**

All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other.

**15. NONASSIGNABILITY.**

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

**16. GOVERNING LAW; JURISDICTION AND VENUE.**

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas. The Texas state courts of County, Texas (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Texas) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Licensee hereby consents to the jurisdiction of such courts.

**17. EXPORT REQUIREMENTS.**

The Software, Derivative Products, Documentation and all related technical information or materials are subject to export controls and are licensable under the U.S. Government export regulations. Licensee will comply strictly with all legal requirements established under these controls and will not export, reexport, divert, transfer or disclose, directly or indirectly the Software, Derivative Products, Documentation and any related technical information or materials without the prior approval of the U.S. Department of Commerce.

**18. GOVERNMENT CONTRACTS.**

If the Software, Derivative Products or Documentation to be furnished hereunder are to be used in the performance of a government contract or subcontract, the software shall be provided on a “restricted rights” basis only and Licensee shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations. University shall not be subject to any flowdown provisions required by the governmental customer unless agreed to by University in writing.

**19. SEVERABILITY.**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**20. MISCELLANEOUS.**

This Agreement and its exhibits contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party’s duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

**The University of Texas**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Licensee**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**SOFTWARE AND CONSIDERATION**

Description of
Software

Designated
Equipment

License
Fee

[Include any Designated Equipment and Licensee Fees, royalties or other consideration for Software, Derivative Products or Documentation.]

Note: If a U.S. Government End User sublicenses the Software, Licensee agrees to discount the purchase price paid by such U.S. Government End User for any Software by the amount of earned running royalties due University.

**EXHIBIT B**

**REQUIRED PROVISIONS OF SUBLICENSES**

Each sublicense agreement of Licensee for the purpose of licensing the right to use Software or any Derivative Product in object code form shall include, at a minimum, the following terms and conditions:

1. Each agreement shall grant the sublicensee the right to use the Software or Derivative Product in object code form solely in connection with the Designated Equipment.

2. The sublicensee may not copy the Software or Derivative Product except that the sublicensee may make one copy for archival or backup purposes.

3. The sublicensee shall acknowledge that the Software is the sole property of University and/or its suppliers and shall agree to respect and not remove, obliterate or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark or legend appearing on any Software Product or Derivative Product, and to reproduce and include same on the archival or backup copy.

4. The sublicensee shall agree not to modify, reverse engineer, disassemble, or decompile the Software, Derivative Products, or any portion thereof.

5. The sublicensee shall agree that Licensee and not University shall be responsible for any support to sublicensee. Under no circumstances will University be liable for any consequential, indirect, special, or incidental damages which may arise in connection with sublicensee’s use of the Software, Derivative Products or Documentation.