

FEFF PROGRAMS

NON-CORPORATE USER SOFTWARE LICENSE AGREEMENT

University of Washington
Seattle, Washington

Agreement made this ____ day of _____ between the University of Washington on behalf of its FEFF Project from the Department of Physics (hereinafter referred to as the "UW") and _____
the "Licensee" (hereinafter referred to as the "End-user").

The computer software programs known as FEFF together with associated documentation (hereinafter "FEFF Software") was developed in part with a grant from the Department of Energy and under the provisions of 10 C.F.R.605 the United States Government has certain royalty-free copyrights to reproduce, distribute and use FEFF software. UW is permitted under these provisions to recover costs incurred in distributing FEFF Software.

I. LICENSE:

The UW grants and the End-user accepts a non-exclusive, non transferable and perpetual license for in-house use of FEFF _____, Software described in Attachment A, hereinafter referred to as the "System."

II. LICENSE FEE:

This software is provided at a nominal fee only for the independent or federal-funds-supported research of academic and government laboratory scientists, as per Attachment A, Price List.

Upon signing of this Agreement by both partners and payment of fees as per Attachment A the UW agrees to deliver to the End-user machine readable copy of the System.

III. USE RESTRICTIONS:

1. The End-user agrees that neither the System, nor any of its components shall be used as the basis of a commercial product, and that the System shall not be rewritten or otherwise adapted to circumvent the need for obtaining additional license rights. Components of the System subject to other license agreements are excluded from this restriction.

2. Modification of the System is permitted, e.g., to facilitate its performance by the End-user. Use of the System or any of its components for any purpose other than that specified in this Agreement requires prior approval in writing from the University of Washington.

3. The license granted hereunder and the licensed System may not be assigned, sublicensed, or otherwise transferred by the End-user.

4. The End-user shall take reasonable precautions to ensure that neither the System nor its components are copied, or transferred out side of his/her current academic or government affiliated laboratory or disclosed to parties other than the End-user.

5. In no event shall the End-user install or provide this System on any computer system on which the End-user purchases or sells computer-related services.

6. Nothing in this agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise any trademark or the names of the System or the UW. In published accounts of the use or application of FEFF the System should be referred to by this name, with an appropriate literature reference:

FEFF 8: f) A.L. Ankudinov, B. Ravel, J.J. Rehr, and S.D. Conradson, *Phys. Rev. B*, 7565 (1998)

FEFF 7: e) A. L. Ankudinov and J. J. Rehr, *Phys. Rev. B* 56, R1712 (1997).

FEFF 6: d) S.I. Zabinsky, J.J. Rehr, A. Ankudinov, R.C. Albers and M.J. Eller, *Phys. Rev. B*, 52, 2995 (1995)

These citations may be updated by UW through written notification.

IV. LIMITATION OF LIABILITY:

1. THE UW MAKES NO WARRANTIES , EITHER EXPRESSED OR IMPLIED, AS TO THE CONDITION OF THE SYSTEM, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE END-USER AGREES TO ACCEPT THE SYSTEM 'AS IS' AND IT IS UNDERSTOOD THAT THE UW IS NOT OBLIGATED TO PROVIDE MAINTENANCE, IMPROVEMENTS, DEBUGGING OR SUPPORT OF ANY KIND.
2. THE UW SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY THE END-USER OR ANY OTHER PARTIES FROM THE USE OF THE SYSTEM.
3. The End-user agrees to indemnify the UW for liability resulting from the use of the System by End-user. The End-user and the UW each agree to hold the other harmless for their own negligence.

V. TITLE:

1. Title patent, copyright and trademark rights to the System are retained by the UW. The End-user shall take all reasonable precautions to preserve these rights.
2. The UW reserves the right to license or grant any other rights to the System to other persons or entities.

VI. TERMINATION:

1. The End-user and the UW may mutually agree to terminate this agreement at any time for any reason.
2. In the event the UW believes the End-user has violated any of the terms of this agreement, the UW will inform the End-user in writing of the possible violation and the End-user will have thirty (30) days from the date of such notification to provide explanation or remedy satisfactory to the UW. The End-user agrees that if satisfactory explanation or remedy is not provided, the UW may immediately terminate this agreement.
3. Upon termination of this agreement , the End-user agrees to return or destroy all copies of the System within thirty (30) days and confirm destruction in writing.

VII. CHOICE OF LAW AND INTEGRATION:

1. This Agreement shall be governed by the laws of the State of Washington.
2. This Agreement contains the entire agreement between UW and LICENSEE, and supersedes all prior written or oral representations with respect to FEFF Software.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the dates given below:

END-USER

UNIVERSITY OF WASHINGTON

By _____

By Alen Yen

Title _____

Title Director, Software & Copyright
Ventures Office of Intellectual Property
&
Technology Transfers

Date _____

Laboratory Affiliation and Address

End-user Phone number _____

End-user e-mail address _____

End-user Fax number _____