

FEFF PROGRAMS CORPORATE USER SOFTWARE LICENSE AGREEMENT

University of Washington
Seattle, Washington

Agreement made this _____ day of _____ (hereinafter the "EFFECTIVE DATE") between the University of Washington acting on behalf of its FEFF Project of the Department of Physics (hereinafter the "UW") and _____ (hereinafter the "LICENSEE").

The computer software program known as FEFF, together with associated documentation (hereinafter "FEFF Software") was developed in part with a Department of Energy grant and under provisions of 10 CFR.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

UW grants and LICENSEE accepts a non-exclusive, non-transferable license at LICENSEE's

_____ site, for

FEFF _____ Software, described in Attachment A, Description and Price List.

II. DISTRIBUTION FEE

FEFF Software is provided at a nominal distribution fee only for academic, non-profit and government laboratory use. All other entities are subject to the corporate rate as described in Attachment A, Description and Price List.

UW agrees to deliver to LICENSEE machine readable copy of FEFF Software upon: 1) both parties signing this Agreement and 2) payment of fees by LICENSEE as per Attachment A.

III. USE INSTRUCTIONS

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. UW MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED AS TO THE CONDITION OF FEFF SOFTWARE, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LICENSEE AGREES TO ACCEPT FEFF SOFTWARE 'AS IS' AND IT IS UNDERSTOOD THAT THE UW IS NOT OBLIGATED TO PROVIDE MAINTENANCE, IMPROVEMENTS, DEBUGGING OR SUPPORT OF ANY KIND.

2. UW SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY LICENSEE OR ANY OTHER PARTIES FROM THE USE OF FEFF SOFTWARE.

3. LICENSEE agrees to indemnify UW for liability resulting from the use of FEFF Software by LICENSEE. LICENSEE and UW each agree to hold the other harmless for their own negligence.

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1. Title, patent, copyright and trademark rights to FEFF Software remain with UW. LICENSEE shall take all reasonable precautions to preserve these rights.

2. UW reserves the right to license or grant any other rights to FEFF Software to other persons or entities.

VI. TERMINATION

1. This Agreement shall become effective on the date it is accepted by UW and shall remain in effect, in the absence of a termination notice, indefinitely.

2. LICENSEE and UW may mutually agree to terminate this Agreement at any time for any reason upon thirty (30) days' written notice. UW has no obligation to refund the transfer and maintenance fees upon LICENSEE initiated termination.

3. UW may terminate this agreement for a material breach of this agreement if UW supplies written notice to LICENSEE of such material breach and LICENSEE fails to cure such material breach within sixty (60) days from the written notice.

4. Upon termination of this Agreement, LICENSEE agrees to return or destroy all copies of FEFF Software and associated documentation. UW must be assured in writing within thirty (30) days that original copy has been destroyed. LICENSEE will also destroy all backup copies in the ordinary course of business.

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:

LICENSEE

UNIVERSITY OF WASHINGTON

By _____

By Alen Yen

Title _____

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

Date _____

Laboratory Affiliation (if applicable) and Address:

Licensee Phone Number: _____

Fax Number: _____

e-mail Address: _____