

## **Academic License Agreement Aquarium Software**

The University of Washington, a public institution of higher education and an agency of State of Washington, acting through UW Center for Commercialization, Technology Licensing, Seattle, Washington (“UW”) desires to enable adoption of the Aquarium software code (“Software”) in furtherance of its public interest mission.

As used herein, “Agreement” means this Academic License agreement. “Licensee” means the academic or research institution or department that agrees to the terms of this Agreement. “Effective Date” means the date that Licensee agrees to the terms of this Agreement. Effective date of agreement may be either by formal agreement or by download and use of the Software. “Site” refers to the organization at the address entered when Licensee agrees to this Agreement.

### **1. Grant & Conditions**

- 1.1. Grant of Rights in Software Copyright. Commencing on the Effective Date, and provided that Licensee conforms to the terms and conditions of this Agreement, UW hereby grants, and Licensee accepts, a limited, non-exclusive license under UW’s copyright in the Software to use, run, display, copy, and modify the Software at, and for the use of researchers at, the Site. The license grant herein is limited to Licensee’s use at the Site and does not authorize distribution of the Software or use by third parties at the Site or by anyone not located at the Site via the Internet or any other means.
- 1.2. Commercial Use. To use Software for any commercial purposes, including fee-based service projects, Licensee must execute a separate licensing agreement with UW and pay a fee. In that case please contact: [license@u.washington.edu](mailto:license@u.washington.edu)
- 1.3. UW Reservation of Rights. UW retains all rights not expressly granted herein.
- 1.4. No Licensee Ownership in Software. Licensee shall gain no ownership in the Software under this Agreement. Licensee acknowledges the right of UW to prepare, publish, and distribute UW-prepared modifications to the Software that may be substantially similar or functionally equivalent to Licensee’s modifications and improvements, and if Licensee obtains patent protection for any modification or improvement to the Software, Licensee agrees not to allege or enjoin infringement of any of its patents by UW or UW's licensees.
- 1.5. Feedback. Licensee shall provide the Software developers with feedback on the use of the Software in Licensee’s research. Licensee hereby grants the Software developers and UW the right to use any information Licensee provides to make changes to the Software, and to distribute such modified Software. All bug reports and technical questions shall be sent to the email address: [klavins@uw.edu](mailto:klavins@uw.edu).
- 1.6. Proprietary Markings. Licensee shall not remove or alter in the Software, or in any modifications, the proprietary notices and legends as provided by UW, including without restriction any copyright, trademark, patent notices and legends pertaining to attribution, source of developments, funding sources, and disclaimer of risk. At the request of UW, Licensee shall promptly modify such proprietary notices and legends to conform to UW’s reasonable requirements.
- 1.7. Publications. Licensee shall acknowledge the contribution that the Software and its developers make to Licensee’s research, and cite appropriate references about the Software in Licensee’s publications.

1.8. Software Updates. UW may, in its sole discretion, offer periodic, unofficial updates. If Licensee accepts these unofficial updates, such updates shall be covered under the terms of this Agreement.

## **2. Term and Termination**

2.1. Term. This Agreement shall remain effective for the duration of the life of the copyright protection in the Software, or until terminated as set forth herein.

2.2. Termination by UW. UW may terminate this Agreement upon notice if Licensee is determined to be, in the sole discretion of UW, in material breach of this Agreement. The termination shall be effective 30 days from the date of notice. If the specified breach is cured before the effective date of termination, the Agreement shall not be terminated and the notice thereof shall have no effect.

2.3. Effect of Termination. Termination of this Agreement will terminate all rights and licenses granted to Licensee relating to the Software. Licensee shall certify in writing to UW within 10 days after termination that the Software, all copies made by Licensee during the term of this Agreement, and all modifications thereof have been destroyed.

## **3. UW Disclaimers**

3.1. Software Provided "As-Is". The Software has been developed as part of research conducted at UW and is provided as a research courtesy. The Software is experimental in nature and is available "AS IS," without obligation by UW to provide Licensee services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Software is with Licensee.

3.2. General Disclaimer. UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE SOFTWARE DISCLOSED OR ANY OTHER MATERIALS OTHERWISE PROVIDED TO LICENSEE UNDER THIS AGREEMENT.

## **4. Indemnification**

Licensee shall indemnify, defend and hold harmless UW and its officers, regents, employees, students and agents, against any and all claims, suits, losses, damages, costs, fees and expenses (including, without limitation, reimbursing reasonable attorneys' fees and other costs and expenses of defense) resulting from Licensee's possession and/or use of the Software, including but not limited to any damages, losses or liabilities whatsoever with respect to death or injury to any person and damage to any property. This indemnification clause shall survive the termination of this Agreement.

## **5. General**

5.1. Governing Law, Venue. This Agreement will be construed in accordance with, and its performance will be governed by, the laws of the State of Washington. Any suit, action, or proceeding arising out of or relating to this Agreement will be decided in King County, Washington. Licensee accepts the venue and jurisdiction of the Federal District Court of Washington, Seattle, or the King County Superior Courts and hereby waives any right to object to the governing law and venue provided herein.

5.2. No Assignment. This Agreement and the rights and benefits conferred upon Licensee hereunder may not be assigned or otherwise transferred by Licensee without the prior written consent of UW.

5.3. Entire Agreement, Construction. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter hereof. Headings are provided for convenience only.