LICENSING AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of the _____ day of _____, 2021 (the "Effective Date") by and between Team Gleason Foundation, a Louisiana Non-Profit Corporation ("Licensor") and _____ ("Licensee").

1.   **DESCRIPTION.** Licensor is conducting a "Speak Faster" data collection program (the "Program") that will ask participants to participate in various image tasks (the "Tasks"). The Tasks will require participants to interact with several software applications that will be provided to them. Additionally, the participants' interaction with their speech generating device will be observed with data from the speech generated and metrics on the device/application usage collected. Also, the participants may be asked to upload different types of media (including, but not limited to, audio of speech generated, images of the computer desktop, eye gaze focus and environmental context consisting of images, audio, and video of the surrounding environment and people) that may be relevant for the Program. While completing the Program, the Program may collect the various information (together with any content the participant uploads or provides via the Program) (collectively the "Data").

2.   **PURPOSE**. The purpose of the Program is to: a) double the effective rate of communications for eye gaze communicators from an average of 12 words per minute to 24 words per minute; b) perform experiments in speech prediction and generation algorithms; and (c) other and future uses that relate to improving the quality of machine learning experiences, products, and services at Team Gleason Foundation. As part of the Program, the participant's Data may be used to generate an aggregate text corpus of phrases. This text corpus will be used to enhance letter, word, and phrase prediction by speech generating devices. The text corpus generated with the participant's Data will not be used to identify the participant.

3.   **GRANT OF LICENSE.** Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to the Licensee and Licensee hereby accepts, a non-exclusive, non-transferable, revocable, and non-sublicensable right, license and privilege (the "License") of utilizing the Data collected via the Program. The License does not include any ownership right, title, or interest, nor any security interest or other interest, in the Program, Image Tasks, and/or Data. Licensee shall be allowed to use the Tasks and/or Data for the sole purpose of developing new machine learning models and algorithms for facial feature recognition and gaze prediction and research and development for creating computer vision algorithms and/or anonymized aggregate data sets.

4.   **RESERVATION OF RIGHTS.** Licensor reserves all rights not expressly conveyed to Licensee hereunder. Licensee acknowledges that it shall not acquire any rights of any nature in the connection with the Data and/or Program licensed to Licensee and that all use of the Data collected via the Program by Licensee shall inure to the benefit of the Licensor.

5.   **OWNERSHIP.** Licensee acknowledges that, as between Licensor and Licensee, nothing in this Agreement shall be construed as an assignment to the Licensee of any such right, title or interest in the Data and/or Program.

6.	**RESTRICTIONS**. Licensee shall not, or allow any third party to: (a) use, modify, revise, or otherwise generate any derivative works of, translate or enhance the Data (or any portion thereof) except as expressly permitted by this Agreement or by Licensor in writing; (b) disassemble, decompile or otherwise reverse engineer the Data or attempt to reveal the trade secrets, know-how, source code or structure underlying the Data; or (c) remove, alter or obscure any copyright, trademark, trade name, or other proprietary notices, legends, symbols or labels that appear in the Licensed Software. All rights not expressly granted to Licensee hereunder are reserved to Licensor.

7.	**TECHNICAL REQUIREMENTS**. Licensee is responsible for procuring, installing, and maintaining hardware, software, and internet connectivity that meets or exceeds Licensor's Technical Requirements, which are subject to change from time to time.

8.	**GOODWILL.** Licensee recognizes the great value of the publicity and goodwill associated with the Program, Image Tasks, and/or Data and acknowledges that such goodwill is exclusively that of Licensor. Licensee further recognizes and acknowledges that a breach by Licensee of any of its covenants, agreements or undertakings hereunder will cause Licensor irreparable damage, which cannot be readily remedied in damages in an action at law, and may, in addition thereto, constitute an infringement of Licensor's copyrights, trademarks and other proprietary rights in and to Program, Image Tasks, and/or Data, thereby entitling Licensor to seek equitable remedies and costs.

9.	**TERM.**	The term of this Agreement shall commence on the Effective Date hereof and shall continue for a term of one (1) year (the "Initial Term"), after which it shall automatically renew for successive one (1) year terms unless either Party provides the other Party with written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and any successive terms shall be referred to herein as the "Term."

10.	**TERMINATION OF LICENSEE.** Licensor and Licensee shall have the right to terminate this Agreement at any time upon sixty (60) days written notice to the other party.

11.	 **EFFECT OF TERMINATION.** Upon termination of this Agreement for any reason, the Licensee and its receivers, representatives, trustees, agents, administrators, successors or permitted assigns, shall have no further right to use the Program, Image Tasks, and/or Data. Immediately upon termination of the Agreement, Licensee shall cease all use of the Program, Image Tasks, and/or Data and shall surrender to Licensor (or destroy, at Licensor's option) all copies of all literature, brochures, and advertising material in Licensee's possession, custody or control which depicts or contains any information regarding the Program, Image Tasks, and/or Data.

12.	**NON-ASSIGNABILITY.** Licensee may not assign, transfer, or sublicense any of its rights under this Agreement (by operation of law or otherwise), without the written permission of Licensor.

13.   **GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Louisiana applicable to contracts made and to be performed wholly within such State.

14.   **SEVERABILITY.**   If a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other aspects shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR:

TEAM GLEASON FOUNDATION

By: _____

_____
Date

LICENSEE:

_____

By: _____

_____
Date