

## **SOFTWARE TRANSFER AGREEMENT**

THIS AGREEMENT, between \_\_\_\_\_ having an address at \_\_\_\_\_, hereinafter referred to as "Recipient," and the University of Utah, having an address at the University of Utah, Technology Transfer Office, 615 Arapen Drive, Suite 110, Salt Lake City, Utah 84108, hereinafter referred to as "University," shall govern the conditions of disclosure by University to Recipient of certain software (SOFTWARE) named: \_\_\_\_\_ developed by Steve Mass and Jeff Weiss, of the University of Utah. SOFTWARE, as used herein, includes all such software actually provided to Recipient, plus any software derived directly therefrom.

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5. LIMITED WARRANTIES. University warrants that the media on which the SOFTWARE is furnished will be free from defects in materials and workmanship under normal use.

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7. GOVERNING LAW. This Agreement will be governed by the internal laws of the State of Utah without regard to conflict of laws.

8. ENTIRE AGREEMENT. This is the entire agreement between Recipient and University, which supersedes any prior agreement or understanding, whether written, or oral, relating to the subject matter of this license.

9. NO LIABILITY FOR CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL UNIVERSITY BE LIABLE TO RECIPIENT FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE SOFTWARE, EVEN IF UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. BASIS OF BARGAIN. The limited warranty, exclusive remedies, and limited liability set forth above are fundamental elements of the basis of the agreement between University and Recipient. University would not be able to provide the SOFTWARE on an economic basis without such limitations.

11. Each individual executing this Agreement does hereby represent and warrant to each other person so signing that he or she has been duly authorized to execute this Agreement on behalf of such entity.

<b>Recipient</b>	<b>University of Utah</b>
By:	By: 
Name: (Please print)	Name: Zachary R. Miles
Title:	Title: Licensing Manager
Date:	