



LICENSE AGREEMENT

between

AUBURN UNIVERSITY

and

This Agreement is made and entered into this ____ day of _____, 20__, (the “Effective Date”) by and between AUBURN UNIVERSITY, a university duly established and organized under the laws of the State of Alabama, and with offices located at The Intellectual Property Exchange, 570 Devall Drive, Suite 102, Auburn, Alabama, 36832 (“AUBURN”), and _____, a corporation/institution duly organized under the laws of _____ and having its principal office at _____ (hereinafter referred to as “LICENSEE”).

WITNESSETH

WHEREAS, AUBURN is the owner of certain CURRICULUM (as later defined herein) and has the right to grant licenses to use said CURRICULUM;

WHEREAS, AUBURN is committed to policy that ideas or creative works produced at AUBURN should be used for the greatest possible public benefit; and accordingly believes that every reasonable incentive should be provided for the prompt introduction of such ideas into public use, all in a manner consistent with the public interest; and

WHEREAS, LICENSEE is desirous of obtaining a non-exclusive license in order to use the CURRICULUM; and

WHEREAS, AUBURN is desirous of granting such a license to LICENSEE in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

CURRICULUM shall mean educational material about artificial intelligence (AI) in general, how AI can be utilized and leveraged for teaching and educational purposes, aspects to consider when utilizing AI in teaching and education, and other AI related matters in the university and educational setting.

LICENSE FEE shall mean thirty dollars (\$30.00) per AUTHORIZED USER with a minimum of 100 users.

AUTHORIZED USERS shall mean those employed by the LICENSEE that the LICENSEE designates.

License

In consideration of the LICENSE FEE paid by or on behalf of LICENSEE, AUBURN grants LICENSEE, effective upon full payment of the LICENSE FEE and subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable license and right to use and access individual computer screens containing the CURRICULUM ("License").

Ownership and Limitation of License.

Any and all content created or provided by AUBURN is the sole and exclusive property of AUBURN and may be protected by U.S. laws and international treaties. LICENSEE and its users may not download, transmit, copy, store, publish or distribute the CURRICULUM in any form or by any means, unless otherwise authorized in writing by AUBURN. By payment of the LICENSE FEE, LICENSEE accepts these terms and is entitled to use the CURRICULUM as described above.

Subscription Term

The term of this License to the CURRICULUM shall be one (1) year from the date of payment of the LICENSE FEE. At the end of this period, this License will expire automatically unless renewed by LICENSEE or otherwise agreed to in writing by the parties. This Agreement and the License to use the CURRICULUM will also automatically terminate if LICENSEE fails to comply with any term or condition in this Agreement. LICENSEE is not entitled to a refund of any fee or payment made by or on behalf of LICENSEE to AUBURN.

Permitted Uses and Prohibitions

The sole use of the CURRICULUM is for LICENSEE's and its employee's non-commercial, educational use. LICENSEE and its users of the CURRICULUM may not alter or attempt to alter or modify any part of the CURRICULUM or the information contained therein, except as expressly dictated in writing by AUBURN, or as required by or related to local or State law.

Use of Professional Judgment

The CURRICULUM is made available to LICENSEE and its users for educational and informational purposes only. Accordingly, AUBURN, its employees, officers, and agents accept no liability whatsoever for the consequences of any such inaccurate or misleading data, opinion, or statement. LICENSEE agrees to defend, indemnify and hold harmless AUBURN, its officers, directors, trustees, employees, agents and third-party suppliers and licensors from and against any claims, actions, demands, judgments, liabilities, fines, penalties and expenses, including but not limited to reasonable attorneys fees, resulting from or alleged to result from, your use of or reliance upon any Materials.

NO WARRANTY

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, AUBURN, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF CURRICULUM CONTENT, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. AUBURN DOES NOT WARRANT THAT ACCESS TO OR USE OF THE CURRICULUM, THE CURRICULUM, THE INFORMATION PROVIDED THEREIN OR SERVICES PROVIDED

THEREWITH WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY AUBURN THAT THE PRACTICE BY LICENSEE OF THE LICENSE GRANTED HEREUNDER SHALL NOT INFRINGE THE PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL AUBURN, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER AUBURN SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

LIMITATION OF LIABILITY

AUBURN SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF LICENSEE'S OR ITS AUTHORIZED USERS' USE OF THE CURRICULUM OR FOR LICENSEE'S AND ITS AUTHORIZED USERS' RELIANCE ON ANY INFORMATION PROVIDED BY OR IN THE CURRICULUM OR CURRICULUM MATERIALS, EVEN IF AUBURN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

LICENSEE shall at all times during the term of this Agreement and thereafter, indemnify, defend and hold AUBURN, its trustees, directors, officers, employees and affiliates, harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property, or resulting from the use of the CURRICULUM or arising from any obligation of LICENSEE hereunder.

General

The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

This Agreement shall be construed, governed, interpreted, and applied in accordance with and under the jurisdiction of the laws of the State of Alabama, U.S.A., notwithstanding the residence or principal place of business of any party, the place where this Agreement may be executed by any party or the provisions of any jurisdiction's conflict-of-laws principles.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements, and undertakings, oral or written, are hereby expressly superseded, and canceled.

Signatures on the following page

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year set forth below.

LICENSEE

AUBURN UNIVERSITY

By _____
Name: _____
Title: _____

Date: _____

By _____
Name: Steven Taylor
Title: Senior Vice President for Research and
Economic Development

Date: _____