

## PSU-WOPWOP LIMITED LICENSE AGREEMENT

**IMPORTANT-READ CAREFULLY:** This is an agreement between User (either an individual or a single entity – hereinafter the “User”) and The Pennsylvania State University (the “Licensor”). Please read this Agreement carefully before installing or using the PSU-WOPWOP Software. By installing or using the PSU-WOPWOP Software, any associated software, services, media, printed material, electronic documentation and related methods and techniques (the “Product”), User is accepting the terms of this Agreement. If User is not willing to be bound by the terms of this Agreement, User should not install the application and User may not access or otherwise use the Product. By installing the Product and User’s continued use of the Product indicates User’s acknowledgement that User have read, understand and accept these terms and conditions. This Agreement represents the entire agreement concerning the Product between User and Licensor, and it supersedes any prior proposal, representation or understanding between the parties.

The Product is protected by applicable laws, including copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Product is being distributed to User free of charge, but it is licensed and Licensor retains control over the Product and its uses.

1. **Limited Nonexclusive License.** Licensor grants to User, and User accepts, a nonexclusive, nontransferable, royalty-free limited license to use the Product for internal business purposes. No other rights are granted hereunder and any other usage must be approved in writing by Licensor as a part of a separate agreement between the parties. No right or access to source code for the Product is authorized or granted hereunder.
2. **License Restrictions.** User agrees that User will not (a) reverse engineer, disassemble or decompile the Product except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (b) assign, sublicense, transfer, give, disclose, pledge, lease, rent or share any portion of the Product or User’s rights under this Agreement; (c) modify or prepare derivative works of the Product; or (d) use the Product in a competing business.
3. **Licensor’s Rights.** User acknowledges and agrees that the Product is proprietary to Licensor and protected under United States laws and international treaty. User further acknowledges and agrees that all right, title and interest in and to the Product, including all associated intellectual property rights in the Product, are and shall remain with Licensor. This Agreement does not convey to User an interest in or to the Product, but only a limited right to use, revocable in accordance with the terms of this Agreement.
4. **User Warranty and Indemnification.** User represents and warrants to Licensor that User’s use of the Product will at all times comply with this License Agreement and all applicable law rules and regulations. User hereby agrees to indemnify and hold harmless Licensor and its employees, licensors, independent contractors, providers, subsidiaries and affiliates (collectively, the “Affiliates”) from and against any and all liability and costs incurred by the Affiliates in connection with any claim arising out of any breach by User of any of the

foregoing representations, warranties and covenants, including, without limitation, attorneys' fees and costs. User shall cooperate fully in the defense of any claim. Licensor reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by User and User shall not in any event settle any matter without the written consent of Licensor.

5. **Term.** This Agreement is effective when User installs or otherwise uses the Product, whichever is earlier. User or Licensor may terminate this Agreement at any time by providing the other party written notice. Upon such termination, User agrees to return to Licensor the Product and all copies and portions thereof.
6. **Licensor Disclaimer of Warranty.** THE PRODUCT (INCLUDING ALL SERVICES, DATABASES, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION ACCESSED BY ANY MEANS THEREOF) IS PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND AND LICENSOR DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF ORIGINALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SERVICES OR FUNCTIONS CONTAINED IN THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFICIENCIES, ERRORS, DEFECTS OR NONCONFORMITIES WILL BE CORRECTED OR THAT THE PRODUCT WILL MEET USER SPECIFIC REQUIREMENTS.
7. **Limitation of Liability.** IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS OF ANY KIND WHATSOEVER, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to User.
8. **Export Control.** It is understood that Licensor is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable United States export laws and regulations. The transfer of certain technical data, computer software, and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by User that User shall not export data, computer software, or commodities to certain foreign countries without prior approval of such agency. Licensor neither represents that a license shall not be required nor that, if required, such license shall be issued. User shall be responsible for securing such licenses and for payment of all costs attendant to securing such licenses.
9. **Dispute Resolution.** Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the *status quo* or prevent irreparable harm, any and all claims, disputes or controversies arising under, out of, or in connection with the License Agreement, including any dispute relating to copyright, patent validity or infringement, which the parties shall be

unable to resolve within sixty (60) days, shall be mediated in good faith. The party raising such dispute shall promptly advise the other party of such claim, dispute or controversy in a writing which describes in reasonable detail the nature of such dispute. By not later than five (5) business days after the recipient has received such notice of dispute, each party shall have selected for itself a representative who shall have the authority to bind such party, and shall additionally have advised the other party in writing of the name and title of such representative. By not later than ten (10) business days after the date of such notice of dispute, the party against whom the dispute shall be raised shall select a mediation firm in State College, Pennsylvania and such representatives shall schedule a date with such firm for a mediation hearing. The parties shall enter into good faith mediation and shall share the costs equally. If the representatives of the parties have not been able to resolve the dispute within fifteen (15) business days after such mediation hearing, the parties shall have the right to pursue any other remedies legally available to resolve such dispute in either the Centre County Court of Common Pleas of the Commonwealth of Pennsylvania or in the United States District Court for the Middle District of Pennsylvania, to whose jurisdiction for such purposes PSRF and LICENSEE each hereby irrevocably consents and submits.

10. **Miscellaneous.** This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania without reference to its conflict of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof. No modification or waiver of this Agreement or any provisions shall be binding unless made in writing and signed by the parties hereto. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.