

## STANDARD NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT

This Agreement is made effective the \_\_\_\_ day of \_\_\_\_\_ 202\_, (the “Effective Date”) by and between the Florida State University Research Foundation, Inc. (hereinafter called “FSURF”), a nonstock, nonprofit Florida corporation, having its principal place of business at 2000 Levy Avenue, Suite 351, Tallahassee, Florida 32310, and \_\_\_\_\_ (hereinafter called “Licensee”), a state university having its principal place of business at \_\_\_\_\_;

WHEREAS, FSURF owns certain computer software that is described as the “Licensed Software” and defined below, and assigned Florida State University identification number \_\_\_\_\_, known as \_\_\_\_\_. FSURF is willing to grant a license to Licensee under the Licensed Software, and Licensee desires a license under the Licensed Software;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties covenant and agree as follows:

1. “Licensed Software” shall refer to and mean the latest version as of the effective date of this agreement of the \_\_\_\_\_ Software.
2. FSURF hereby grants to Licensee a non-exclusive, non-transferrable license to install and utilize the Licensed Software. Licensee will not make copies of the Software or allow copies of the Software to be made by others, unless authorized by this License Agreement. Licensee may make copies of the Software for backup purposes only. Licensee shall not give, sell, lend, or lease the Licensed Software to any third party.
3. Licensee shall pay FSURF a non-refundable license fee in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_.) upon signing this Agreement.
  - 3.1. Except as otherwise directed, all amounts owing to FSURF under this Agreement shall be paid in U.S. dollars to FSURF at the following address:

President, Florida State University Research Foundation, Inc.  
Attn: Stacey Patterson, Ph.D.  
2000 Levy Avenue, Suite 351  
Tallahassee, FL 32310
  - 3.2. FSURF is exempt from paying income taxes under U.S. law. Therefore, all payments due under this Agreement shall be made without deduction for taxes, assessments, or other charges of any kind which may be imposed on FSURF by any government outside of the United States or any political subdivision of such government with respect to any amounts payable to FSURF pursuant to this Agreement. All such taxes, assessments, or other charges shall be assumed by Licensee.
4. Certain Warranties and Disclaimers of FSURF
  - 4.1. FSURF provides Licensee with the rights granted in this Agreement AS IS and WITH ALL FAULTS. Licensee acknowledges that FSURF will not provide Licensee with any maintenance or support for the Licensed Software. FSURF makes no representations and extends no warranties of any kind, either express or implied. FSURF disclaims any express or implied warranty:

- 4.1.1. As to the validity or scope of any right included in the Licensed Software;
  - 4.1.2. That anything made, used, sold or otherwise disposed of under the license granted in this Agreement will or will not infringe the intellectual property of third parties;
  - 4.1.3. That it has any obligation to bring or prosecute actions or suits against third parties for infringement of Licensed Software;
  - 4.1.4. That it has any obligation to furnish any services other than those specified in this Agreement; or
  - 4.1.5. That it will not grant licenses to others to make, use or sell products not covered by the Licensed Software which may be similar and/or compete with products made or sold by Licensee.
- 4.2. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, FSURF MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FSURF ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO USE, SALE, OR OTHER DISPOSITION BY LICENSEE, ITS SUBLICENSEE(S), OR THEIR VENDEES OR OTHER TRANSFEREES OF PRODUCT INCORPORATING OR MADE BY USE OF INTELLECTUAL PROPERTY LICENSED UNDER THIS AGREEMENT.
- 4.3. FSURF is not liable for any special, consequential, lost profits, expectation, punitive or other indirect damages in connection with any claim arising out of or related to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.
- 4.4. FSURF's maximum liability for any claim relating to this Agreement is limited to the amount of payments made by Licensee to FSURF in the year the claim arose.
- 4.5. Licensee will indemnify, hold harmless, and defend FSURF and FSU and their respective trustees, officers, employees, students and agents against any claim of any kind arising out of or related to the exercise of any rights granted Licensee under this Agreement or the breach of this Agreement by Licensee.
5. FSURF may terminate this Agreement and Licensee's right to use the Software upon any material breach by the Licensee.
6. Upon the termination of this Agreement for any reason, nothing herein shall be construed to release either party from any obligation that matured prior to the effective date of such termination.
7. Licensee shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold FSURF, the Florida Board of Governors, the Florida State University Board of Trustees, Florida State University, and each of their directors, officers, employees, and agents, and the authors of the Licensed Software, regardless of whether such authors are employed by Florida State University at the time of the claim, harmless against all claims and expenses, including legal expenses and reasonable attorneys' fees, whether arising from a third-party claim or resulting from FSURF's enforcing this indemnification clause against Licensee, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever (other than intellectual property infringement claims) resulting from the use, of Licensed Software or arising from any right or obligation of Licensee hereunder.

Notwithstanding the above, FSURF at all times reserves the right to retain counsel of its own to defend FSURF, the Florida Board of Governors', the Florida State University Board of Trustees, Florida State University, and the author's interests.

8. This Agreement shall be construed in accordance with the internal laws of the State of Florida.
9. This Agreement constitutes the full understanding between the parties with reference to the subject matter hereof. This Agreement supersedes and replaces any and all previous agreements between the Parties.
10. Licensee acknowledges that it is subject to and agrees to abide by the United States laws and regulations (including the Export Administration Act of 1979 and Arms Export Control Act) controlling the export of technical data, computer software, laboratory prototypes, biological material, and other commodities. The transfer of such items may require a license from the cognizant agency of the U.S. Government or written assurances by Licensee that it shall not export such items to certain foreign countries without prior approval of such agency. FSURF neither represents that a license is or is not required or that, if required, it shall be issued.
11. Licensee is responsible for any wire/bank fees associated with all payments due to FSURF pursuant to this Agreement.
12. The submission of the License Agreement does not constitute an offer, and this document shall become effective and binding only upon the execution by duly authorized representatives of both Licensee and FSURF. FSURF and Licensee hereby warrant and represent that the persons signing this Agreement have authority to execute this Agreement on behalf of the party for whom they have signed.
13. Force Majeure - No default, delay, or failure to perform on the part of Licensee or FSURF shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to epidemics, war, embargoes, fire, earthquake, hurricane, flood, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.
14. No restriction shall be imposed on publication, research use of the Licensed Software, or subsequent improvements to Licensed Software that may be made by FSU. Licensee may modify the curriculum embodied in the Licensed Software to optimize it for Licensee's use under the terms of this Agreement.
15. The parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by electronic mail communications in PDF format, and PDF copies of executed signature pages shall be binding as originals. Each party to this Agreement agrees to use electronic signatures; and be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN, Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates indicated below.

**FLORIDA STATE UNIVERSITY RESEARCH FOUNDATION, INC.**

\_\_\_\_\_ Date: \_\_\_\_\_  
Stacey Patterson, Ph.D. - President, Florida State University Research Foundation

**COMPANY NAME**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Office: \_\_\_\_\_