#### SOURCE CODE LICENSE AGREEMENT

### PREAMBLE

This license agreement allows you to use the source code for personal or non profit purposes. This includes any use that does not involve making money, and does not include uses like:

- deploying the software for use by a for-profit organization
- providing a service to a paying customer

For-profit companies may not use this source code. If you work for a for-profit company, you may only use this software as an individual, for your personal use.

This license agreement also allows you to create and own derivative products, and to re-distribute the original source code and the derivative products, as long as they are distributed under the same conditions as specified in this agreement. Derivative products may be sold if you obtain a separate commercial license with the University of Colorado.

As a condition of using this source code, you agree not to assert any patents or copyrights against the University of Colorado or any of the University's licensees for use of derivative products. You must also include attribution to the authors in any publication that results from the use of this code.

This license includes other conditions that should be read carefully.

**This Source Code Agreement** (the "Agreement") applies to the [insert name of software] and is between YOU and The Regents of The University of Colorado("CU").

#### 1. DEFINITIONS

"Software" means all or any portion of the human-readable source code files of the software programs including without limitation, associated flow charts, algorithms, comments and other written instructions and technical documentation, and all corrections, updates, and new versions incorporated into such programs.

"Derivative Work" means a work based upon the Software, such as a revision, modification, translation, abridgement, condensation, expansion, collection, compilation, or any other form in which the Software may be recast, transformed, adapted, or distributed as a part of a larger work and which, if prepared without proper authorization would constitute a copyright infringement. If identifiable sections of that work are not derived from the Software, and can be reasonably considered independent and separate works in themselves, then they are not considered Derivative Work.

"Personal Use" means use of Software and/or Derivative Work by an individual solely for his or her personal, private and non-commercial use. An individual's use in his or her capacity as an officer, employee, member, independent contractor or agent of a corporation, business or organization does not qualify as Personal Use.

"You" or "Your" means an individual or a legal entity exercising rights under this License. For legal entities, "You" or "Your" includes any non-profit entity which controls, is controlled by, or is under common control with, You, where "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the beneficial ownership of such entity.

## 2. GRANT OF LICENSE

CU grants, and You accept, a personal, nonexclusive, nontransferable license:

- a) to use Software, at no charge, in accordance with the terms herein, solely for (i) Personal Use, or (ii) academic or non-commercial research, development and deployment; and
- b) to develop Derivative Works that may be used solely for (i) Personal Use or (ii) academic or non-commercial research, development and deployment; and
- c) to copy, distribute and sublicense Software and Derivative Works solely in accordance with the terms herein. Any Software or Derivative Works distributed shall be pursuant to a license agreement that contains all of the terms herein; and shall contain prominent notices stating how the Software, Derivative Works, or documentation was changed, the author and date of any such change and
- d) You acknowledge that the Software is a valuable, proprietary asset of CU. You shall not market or sell the Software or Derivative Works.

## 3. LICENSE EXCLUSIONS

- a) EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOU SHALL MAKE NO OTHER USE OF THE SOFTWARE.
- b) You must obtain permission from CU before receiving payment for distribution of the Software or Derivative Works.
- c) You shall not allege or enjoin infringement or misappropriation by CU in any Derivative Works, or by any third party obtaining Derivative Works, prepared by CU and under license from CU.

## 4. TITLE AND PROTECTION OF SOFTWARE

- a) CU retains all title, right and interest to the Software.
- b) Except for the Software, You retain all title, right and interest to the Derivative Works, subject to the terms of this Agreement.

# **5. NO REPRESENTATIONS**

CU DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 6. ATTRIBUTION

- a) You agree to retain and reproduce in all copies of Software the copyright and other proprietary notices and disclaimers as they appear in the Software, and keep intact all notices in the Software that refer to this License.
- b) You agree to provide attribution to the authors of this Software in any article based on research performed using Software or Derivative Works or with any distribution of Software or Derivative works.

### 7. DEFAULT

If You fail to perform any of its obligations under this Agreement, CU, in addition to any other rights available to it under law or equity, may terminate this Agreement and the licenses granted hereunder by written notice to You. Unless otherwise provided in this Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

# 8. TERMINATION

- a) In the event that this Agreement is terminated, any sublicenses granted or Derivative Works distributed by Licensee shall remain in full force and effect.
- b) Within thirty (30) days of termination, You shall return to CU or certify in writing to CU that all copies or partial copies of Software in Your possession or control have been destroyed.

c) In addition to this section, the sections entitled "Title and Protection of Software "No Representations" and "Limitation of Liability" shall survive termination of this Agreement.

## 9. GENERAL

- a) No agency, partnership or employment is created by this Agreement.
- b) You may not use CU's name in any advertising, public relations or media release without the prior written consent of the other.
- c) This Agreement shall be governed by the laws of the State of Colorado. Venue for any action or proceeding shall be Denver, Colorado. This Agreement constitutes the entire agreement between the parties and may only be modified by a written instrument signed by each parties authorized officers.