

Software License Agreement

The Florida State University Research Foundation, Inc. (Licensor) licenses the ssNMR Software Program (Program) to you for your use. You assume responsibility for the selection of the Program to meet your needs, and for the installation, use and results obtained from the Program.

1. License. In consideration of the payment of the license fees set forth herein, Licensor grants you a nonexclusive license to use the Program known as ssNMR and related materials, including documentation, identified in Exhibit A.

2. Scope of Rights. You may:

1. Install the Program in your own facility;
2. Use and execute the Licensed Program on the computer specified in Exhibit A subject to the restrictions listed in Exhibit A;
3. In support of your authorized use of the Licensed Program, store the Licensed Program's machine-readable instructions or data in, transmit it through, and display it on machines associated with the specified computer; and
4. Make one copy of the Program for nonproductive backup purposes only, provided that Licensor's proprietary legend is included.

3. Fees and Payments. The license fee for the Licensed Program is specified in Exhibit A. You must pay this amount directly to Licensor upon execution of this Agreement and prior to delivery of the Licensed Program.

You are solely responsible for payment of any taxes (including sales or use taxes, intangible taxes, and property taxes) resulting from your acceptance of this license and your possession and use of the Licensed Program, exclusive of taxes based on Licensor's income. Licensor reserves the right to have you pay any such taxes as they fall due to Licensor for remittance to the appropriate authority. You agree to hold harmless Licensor from all claims and liability arising from your failure to report or pay such taxes.

4. Support. Licensor shall not support the Licensed Program in any manner.

5. Proprietary Protection and Restrictions. Licensor shall

have sole and exclusive ownership of all right, title, and interest in and to the Licensed Program and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to you herein by Licensor. This Agreement does not provide you with title or ownership of the Licensed Program, but only a right of limited use. You must keep the Licensed Program free and clear of all claims, liens, and encumbrances.

You may not use, copy, modify, or distribute the Licensed Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor. You may not reverse assemble, reverse compile, or otherwise translate the Licensed Program. Your rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the Licensed Program in its entirety to (1) a successor in interest of your entire business who assumes the obligations of this Agreement or (2) any other party who is reasonably acceptable to Licensor, enters into a substitute version of this Agreement, and pays an administrative fee intended to cover attendant costs. No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized by Licensor. You may not install the Licensed Program in any other computer system or use it at any other location without Licensor's express authorization obtained in advance (which will not be unreasonably withheld); provided that you may transfer the Licensed Program to another computer temporarily if the computer specified in Exhibit A is inoperable. If you use, copy, or modify the Licensed Program or if you transfer possession of any copy, adaptation, transcription, or merged portion of the Licensed Program to any other party in any way not expressly authorized by Licensor, your license is automatically terminated.

You acknowledge that, in the event of your breach of any of the foregoing provisions, Licensor will not have an adequate remedy in money or damages. Licensor shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Licensor's right to obtain injunctive relief shall not limit its right to seek further remedies.

If a third party claims that the Licensed Program infringes its patent, copyright, or trade secret, or any similar intellectual property right, Licensor will defend you against that claim at Licensor's expense and pay all damages that a court finally awards, provided that you promptly notify Licensor in writing of the claim, and allow Licensor to control, and cooperate with Licensor in, the defense or any related settlement negotiations. If such a claim is made or appears possible, you agree to permit Licensor to enable you to continue to use the Licensed Programs, or to modify or replace them. If Licensor determines that none of these alternatives is reasonably available, you agree to return the

Licensed Program on Licensor's written request, and you will then receive a credit equal to your net book value for the Licensed Program determined in accordance with generally accepted accounting principles. However, Licensor has no obligation for any claim based on your modification of the Licensed Program or its combination, operation, or use with any product, data, or apparatus not specified or provided by Licensor, provided that such claim solely and necessarily is based on such combination, operation, or use and such claim would be avoided by combination, operation, or use with products, data, or apparatus specified or provided by Licensor. THIS PARAGRAPH STATES LICENSOR'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

7. Limitation of Liability. Licensor is not responsible for obsolescence of the Licensed Program that may result from changes in your requirements. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Program.

As your exclusive remedy for any material defect in the Licensed Program for which Licensor is responsible, Licensor shall refund the amount paid as the license fee for the defective or nonconforming module of the Licensed Program.

THIS PROGRAM IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS PROGRAM IS WITH YOU, THE LICENSEE. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE RISK AND LIABILITY FOR THE ENTIRE COST OF ALL NECESSARY REPAIR, SERVICE, OR CORRECTION.

The cumulative liability of Licensor to you for all claims relating to the Licensed Program and this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all license fees paid to Licensor hereunder. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. This limitation of liability shall not apply to the indemnification provided in Section 6 hereof. Licensor shall have no liability for loss of data or documentation, it being understood that you are responsible for reasonable backup precautions.

In no event shall Licensor be liable for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against you, even if Licensor has been advised of the possibility of such claims or demands. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

You may have additional rights under certain laws (e.g.,

consumer laws) that do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If such laws apply, our exclusions or limitations do not apply to you.

8. Term of Agreement; Termination. Your license of the Licensed Program shall become effective upon delivery of the Licensed Program to you and shall continue until terminated as provided herein.

Upon termination of this Agreement, all rights granted to you will terminate and revert to Licensor. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of your possession or use of the Licensed Program, you must return or destroy, as requested by Licensor, all copies of the Licensed Program in your possession (whether modified or unmodified), and all other materials pertaining to the Licensed Program (including all copies thereof). You agree to certify your compliance with such restriction upon Licensor's request.

9. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.

Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed.

In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF LICENSOR'S OBLIGATIONS AND RESPONSIBILITIES TO YOU AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF LICENSOR RELATING TO THE SUBJECT MATTER HEREOF.

Principal Investigator

By:.....

Title:.....

Date:.....

Address.....

.....

.....

Telephone:.....

Accepted and Approved:

The Florida State
University Research
Foundation, Inc.

By:.....

Title:.....

EXHIBIT A

1. ssNMR is a software package that includes:
 - (a) Programs: cns_SS.exe
 - (b) Scripts: Makefile
 - (c) Subroutines and patch files: cns.f.patch,
ener.inc.patch, energy.f.patch, sscs.f, sscs.inc,
susc_anis.f.patch, update.f.patch.

2. Licensee (Principal Investigator):

Name: _____

Address: _____

3. Information re: Licensee's computer, installer:

Contact person, if different from above: _____

E-mail address: _____

Telephone: _____

Computer on which ssNMR will be installed

(preferably Unix station): _____

Host name (e.g. iris1.sb.fsu.edu): _____

Internet address (e.g. 128.186.17.83): _____

Type of computer: _____

Operating system: _____

4. License fee: \$0

5. Additional conditions of use:

This license is provided for non-commercial use in non-profit research. Separate written authorization must be obtained for use by for-profit institutions, for use as a service for those outside the immediate research group, and for use in work under commercial contract, or for which payment or royalties can reasonably be expected.

Please return the filled and signed license agreement by one of the following ways:

- a) e-mail to bertram@mailers.sb.fsu.edu;
- b) facsimile machine by dialing 1-850-644-7244;
- c) postal mail to:

Richard Bertram
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Tallahassee, FL 32306-4380, USA.

If you have questions please call 1-850-644-7195.