## SOFTWARE LICENSE AGREEMENT
UTA NO. _____

This Software License Agreement is between The University of Texas at Austin ("Licensor"), a component institution of The University of Texas System ("System"), an agency of the State of Texas, whose address is 201 West 7th Street, Austin, Texas 78701, and the Licensee identified below.

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

The Software License Terms and Conditions attached hereto as Exhibit A are incorporated herein by reference in their entirety (the "Terms and Conditions"). In the event of a conflict between provisions of this Software License Agreement and the Terms and Conditions, the provisions in this Software License Agreement shall govern. Capitalized terms used in this Software License Agreement without definition shall have the meanings given to them in the Terms and Conditions.

The section numbers used in the left hand column in the table below correspond to the section numbers in the Terms and Conditions.

| 1 | Definitions | |
|---|---|---|
| | Licensee | _____, a _____, with its principal place of business at _____ [Note, include name, form of organization (e.g., corporation, LLC, etc.), jurisdiction of formation (e.g., Texas, Delaware, etc.) and principal place of business.] |
| | Effective Date | _____, 200__ |
| | Licensed Software | |
| 2.2 | Redistribution Rights | Licensee [IS] [IS NOT] granted redistribution rights in accordance with Section 2.2(a) of the Terms and Conditions. Maximum number of copies that may be redistributed: _____ |
| 2.3 | Source Code Rights | License grant [DOES] [DOES NOT] include access to source code. |
| 2.4 | Number of Single-User Licenses | Object code: ___ Source code: ___ |
| 2.5(e) | Additional Restrictions | |
| 2.7 | Maintenance Period | One year from Effective Date |
| 4 | Delivery | [Licensee acknowledges and agrees that Licensee is in possession of the Licensed Software and that the Licensed Software shall be deemed accepted by Licensee upon the execution of the Agreement.] |

| 5 | Fees | Description | Fees | Due Date |
|---|---|---|---|---|
| | | Object Code Licenses | | |
| | | Source Code Licenses | | |
| | | Redistribution Rights | | |
| | | License Documentation Fee | | |
| | | TOTAL | | Effective Date |
| 10.1 | Term | | | |
| 11.2 | Licensee's Address for Notice | Attn: _____<br>_____<br>_____<br>_____<br>Fax: _____<br>Phone: _____<br>E-mail: _____ | | |
| 11.8 | Assignment Fee | $10,000 | | |

**12. Special Provisions**. The parties hereby agree to the following special provisions set forth in this Section 12 with respect to this Software License Agreement.

[INSERT ANY SPECIAL TERMS AND CONDITIONS HERE.]

**13. No Other Promises and Agreements; Representation by Counsel**. Licensee expressly warrants and represents and does hereby state and represent that no promise or agreement which is not herein expressed has been made to Licensee in executing this Software License Agreement except those explicitly set forth herein and in the Terms and Conditions, and that Licensee is not relying upon any statement or representation of Licensor, System or their representatives. Licensee is relying on Licensee's own judgment and has been represented by legal counsel. Said legal counsel has read and explained to Licensee the entire contents of this Software License Agreement and the Terms and Conditions incorporated by reference herein. Licensee further warrants and represents that Licensee understands and agrees to all terms and conditions set forth in this Software License Agreement and said Terms and Conditions.

**14. Deadline for Execution by Licensee**. If this Agreement is executed first by the Licensor and is not executed by the Licensee and received by the Licensor at the address and in the manner set forth in Section 11.2 of the Terms and Conditions within thirty (30) days of the date of signature set forth under the Licensor's signature below, then this Agreement shall be null and void and of no further effect.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Software License Agreement.


THE UNIVERSITY OF TEXAS AT AUSTIN          LICENSEE:


_____          _____
Juan M. Sanchez, Ph.D.                                      Name: _____
Vice President for Research                              Title: _____
Date: _____                      Date: _____



The University of Texas at Austin
Licensee: _____
UTA No.:_____