Software EVALUATION LICENSE AGREEMENT

THIS SOFTWARE EVALUATION LICENSE AGREEMENT (“Agreement”) is made by and between The University of Texas at Austin (“University”), a component institution of The University of Texas System (“System”), an agency of the State of Texas, whose address is 210 West 7th Street, Austin, Texas 78701, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Licensee”) having a principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

# Recitals

A. University has developed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ software. That software, including modifications, enhancements, improvements, updates, additions, derivative works, object code compiled therefrom, documentation and related material, is referred to herein as the “Software”.

B. Licensee wishes to use the Software for the sole purpose of evaluating whether to obtain a commercial license to the Software (the “Evaluation”).

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

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(e) Provide access to the Software to anyone other than employees of Licensee who are involved in the Evaluation and who are legally bound by obligations of confidentiality to Licensee.

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4. This Agreement shall be governed, construed and enforced in accordance with the laws of the United States of America and of the State of Texas. Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested, addressed to:

In the case of University:

Office of Technology Commercialization

The University of Texas at Austin

3925 W. Braker Lane, Suite 1.9A

Campus Mail Code: R3500

Austin, Texas  78759

Attn: Licensing Manager

or in the case of Licensee:

Attn:

or such other address as may be given from time to time under the terms of this notice provision.

5. This Agreement constitutes the entire and only agreement between the parties for Software and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

6. Licensee shall comply with all applicable federal, state and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement.

7. Failure of University to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.

8. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

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

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| The University of Texas at Austin:By Name Title Date  | Licensee: By Name Title Date  |