

# UNIVERSITY of HOUSTON



## Source Code License Agreement

This Agreement is entered into on \_\_\_\_\_ between the University of Houston (“Licensor”), an agency of the State of Texas pursuant to Chapter 111, Texas Education Code, with its principal offices at 316 E. Cullen Building, Houston, Texas, 77204-2015 and \_\_\_\_\_, (“Licensee”) a \_\_\_\_\_ corporation with its principal offices at \_\_\_\_\_.

1. **DEFINITIONS.**

- a. Source Code refers to Licensor computer software modules in human-readable, high-level language form for Licensor modules as listed in Attachment A, for use with Licensee’s system (Systems) and other documents that normally accompany the Source Code for the purposes contemplated.
- b. Software means the computer software modules in object code form, which are based on the Source Code(s) of the modules listed on Attachment A.

2. **GRANT OF LICENSE.** Licensor grants to Licensee a fully paid, non-transferrable, non-exclusive license in the Source Code, to allow Licensee to provide maintenance and support of the Software for Licensee’s users.

3. **CONFIDENTIALITY.** Confidential Information. For the purposes of this Agreement

- a. “Confidential Information” means:
  - (1) The Source Code;
  - (2) any business or technical information of Licensor or Licensee, including but not limited to any information relating to Licensor’s or Licensee’s product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how;
  - (3) any information that is designated by the disclosing Party as “confidential” or “proprietary” or, if orally disclosed, reduced to writing by the disclosing Party within thirty (30) days of the disclosure; and
  - (4) the terms and conditions of this Agreement.
- b. **Exclusions.** Confidential Information does not include information that:
  - (1) is developed by the receiving Party independently and without use of or concerning the disclosing Party’s Confidential Information;
  - (2) is obtained by the receiving Party from a third Party without restriction on disclosure and without breach of a nondisclosure obligation;
  - (3) is in or enters the public domain other than through the fault or negligence of the receiving Party and without breach of this Agreement;
  - (4) the receiving Party possesses before first receiving it from the disclosing Party; or
  - (5) is legally required to be disclosed by law, at which point the disclosing Party will notify the other Party.
- c. **Obligation.** Each Party will maintain confidential information in strict confidence, and will not use or disclose, except only to Licensee employees required to have the information for the purposes contemplated, except that Licensee may disclose this information to a third Party consultant to provide the maintenance services contemplated if the third Party is bound in writing to maintain the information in confidence. The third Party consultant cannot be a competitor of Licensor. Each Party further agrees to use the same degree of care to maintain the confidentiality of all Confidential Information received from the other Party that it uses to maintain the confidentiality of its own information of similar importance, but in no event will it use

less than reasonable care. Licensee will take steps that are necessary, by instruction or agreement, to ensure that those of its employees accessing Source Code treat Source Code in a manner consistent with this Agreement.

4. **TITLE.** Title to all intellectual property of any nature related to Source Code remains in LICENSOR.

5. **TERMINATION.**

- a. With the exception of the occurrence of those conditions listed in Section 5.c below, this License is irrevocable by Licensor.
- b. This License may be terminated by Licensee immediately upon written notice to Licensor.
- c. This License automatically and immediately terminates if Licensee breaches any of its obligations.
- d. Should the License be terminated, Licensee must immediately return all copies of Source Code and Software, at its own expense, it possesses as designated by Licensor.

6. **LIMITATION OF LIABILITY, WARRANTY DISCLAIMER, IDEMNIFICATION.**

- a. **LICENSOR IS NOT LIABLE FOR ANY MONETARY DAMAGES WHATSOEVER WITH RESPECT TO LICENSEE'S USE OF THE SOURCE CODE, NOR IS LICENSOR LIABLE FOR ANY SPECIAL INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSED RIGHTS GRANTED, EVEN IF LICENSOR IS ADVISED OF THE DAMAGES.** \_\_\_\_\_INITIAL
- b. **SOURCE CODE IS LICENSED TO LICENSEE WITHOUT ANY WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT FOR THE WARRANTY OF LICENSOR THAT IT HAS THE RIGHT TO GRANT THIS LICENSE AND THAT LICENSEE HAS A RIGHT TO USE SOURCE CODE FREE OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRETS, OR OTHER RIGHTS OF A THIRD PARTY.** \_\_\_\_\_INITIAL

7. **GENERAL.**

- a. If any provision is found to be illegal, invalid, or unenforceable, it is severed from the agreement and the remainder of the agreement remains in full force and effect.
- b. This Agreement may only be modified by a written instrument signed by both parties.
- c. This Agreement is governed by the laws of the State of Texas.
- d. Neither Party may assign this Agreement or any interest except with the sale or transfer of that portion of the business of the Party to which this license pertains. If either Party does negotiate and/or conclude a sale or transfer of that applicable portion of the business to which this license pertains; then the Party to whom the sale or transfer is made must indicate their acceptance of all terms and conditions as stated. Acceptance will be indicated with an executed copy of this agreement.

To evidence your acceptance of the terms and conditions set forth above, please sign in the indicated space and return this contract and your check for \_\_\_\_\_ (payable to the University of Houston) to The Office of Intellectual Property Management, University of Houston, 316 E. Cullen Building, , Houston, Texas 77240-2015.

The parties have executed this Agreement by their duly authorized representatives as of the date above.

**LICENSOR**

**LICENSEE**

\_\_\_\_\_  
Signature Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_