

**Instructions for Licensing University of Washington
Nonlinear Electrochemical Impedance Spectroscopy (NLEIS) Software**

NLEIS software is made available as part of the University of Washington's Express Licensing program. Payment information is provided in Attachment B of the attached license agreement.

To license NLEIS:

1. Print and complete the attached license agreement with all attachments.
2. Complete the information required in the first paragraph, and in Sections 2.3, 2.5, and 12.7 of the attached agreement.
3. Fax the signed agreement to 206-616-3322. You may also send a Purchase Order at this time.
4. Mail the original signed license agreement to:
University of Washington
TechTransfer Office
Digital Ventures Contract Manager
4311 11th Ave NE, Suite 500
Seattle, WA 98105-4608
5. When everything is in order, we will fax a copy of the executed agreement to the Licensing Contact you provided in Section 12.7 with an invoice. The invoice will include a license agreement number. Please include it with your payment.

Questions? Contact license@u.washington.edu or call 206-616-3451.

Non-Exclusive Internal Research and Development License Agreement

The University of Washington, a public institution of higher education, through its UW TechTransfer Digital Ventures 4311 11th Avenue NE, Suite 500, Seattle, WA 98105-4608 (“UW”) administrative offices and _____ (“Licensee”) having administrative offices at _____ agree as follows (“Agreement”):

1. Background

1.1. UW desires to publish and enable adoption of research codes in furtherance of its public interest mission. The maturation of research code is facilitated by licensing these codes for development and use. This research was supported by the U.S. Department of Energy.

1.2 Nonlinear electrochemical impedance spectroscopy (NLEIS) is a software program developed by researchers Stu Adler, Jamie Wilson, and Shawn Huff at the University of Washington’s Chemical Engineering Department to measure, acquire, and analyze high-order harmonic behavior of electrochemical systems that is protected by United States copyright and patent (“UW Technology”).

1.3 Licensee desires to invest in UW Technology for its internal research and development.

2. Definitions

2.1. “Licensing Fee” means the amounts due by Licensee under section 3.2.

2.2. “Modifications” mean any changes or extensions introduced into the Software or otherwise based on or derived from the Software source statements Modifications shall not include any other works that remain separable from, or merely link (or bind by name) to the interfaces of the Software or any components of the Software. Modifications may include, but are not limited to, corrections of program errors, translations and stylistic restructuring of the Software, addition or deletion of functions or enhancement of existing functions of the Software, changes or additions required to integrate the Software into other applications or to allow the Software to run under alternative operating systems or computer hardware configurations, and other adaptations of the Software.

2.2.1. As used herein, “Licensee Modifications” shall refer to all Modifications made by or Licensee agents, including those Modifications that are made by consultants and contractors employed for development, but excluding UW personnel.

2.2.2. "UW Modifications" shall refer to all Modifications made by or for UW.

2.3 "Site" means single street addresses, buildings, single campuses, or other single geographic locations at which Software shall be maintained. Sites authorized to maintain the Software are as follows:

2.4. "Software" means the versions of the codes specified in Attachment A, as available on Agreement execution date, for which the Licensee desires to obtain licenses.

2.5. "Technical Contact" means the person authorized by the Licensee and listed in the table below to receive the Software and conduct technical correspondence with UW.

Name:

Email:

Phone number(s):

Mailing Address:

3. Grant

3.1. Commencing on the Effective Date, and provided that Licensee complies with the terms and conditions of this Agreement including but not limited to paying the Licensing Fee in accordance with the payment schedule as set forth herein, UW hereby grants and Licensee accepts, a limited, non-exclusive, worldwide license solely for internal use at Site to 1) copying/reproducing the Software, modifying the Software, internally displaying the Software and 2) patent rights to the extent required to use Software.

3.2. Licensee gains no rights to distribute, display on an external network, sell or import the UW Technology. Licensee shall not distribute, publish, sell, import or otherwise transfer or allow to be transferred the UW Technology or any UW Modifications or copies thereof, in whole or in part, without prior written permission of UW.

4. Consideration

Upon execution of this Agreement, Licensee shall pay UW the License Fee of \$4,500.00. All Fees are listed and all payments shall be in US

Dollars. Licensee shall be responsible for any charges, taxes, and/or customs duties associated with payments made under this Agreement. The License Fee is nonrefundable.

4. Ownership and Modifications

4.1. Licensee shall gain no ownership in the UW Technology or UW Modifications. Licensee acknowledges the right of the UW to prepare and publish modifications to UW Technology that may be substantially similar or functionally equivalent to Licensee's Modifications and improvements, without use of Licensee Modifications.

4.2 UW shall gain no ownership in the Licensee Modifications under the Agreement.

4.3 Licensee shall retain in the UW Technology and in any Modifications the proprietary notices and legends as provided by UW, including without restriction, any and all copyright, trademark, patent notices and legends pertaining to attribution, source of developments, funding sources, and disclaimer of risk, and, at the request of UW, shall promptly modify such proprietary notices and legends to conform to UW's reasonable requirements.

4.4. UW is not required to provide any UW Modifications to Licensee in connection with this Agreement. UW at its sole discretion may provide UW Modifications.

5. Use of Names

Licensee shall not use the name "University of Washington" or any abbreviation thereof, or the names of any UW personnel or identifiers of the UW Technology without prior written approval from UW except as expressly authorized in this Agreement.

6. Delivery

Within seven (7) days of the Effective Date, UW shall provide Licensee access to the Software by means of CD. Delivery shall be to Licensee at the address listed in License Contact above.

7. Term

Provided that the Agreement is not otherwise terminated as provided below, this Agreement shall be in effect for the life of the UW copyrights in the Software, or unless terminated in writing by mutual consent of the parties.

8. Termination

8.1. Licensee may terminate this Agreement at any time upon written notice to UW.

8.2. UW may terminate this Agreement upon written notice if Licensee is in default of its payment obligations or other terms and conditions set forth herein and fails within thirty (30) days of a written demand for performance to cure such breach.

8.3. The provisions under which this Agreement may be terminated will be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

8.4. Termination of this Agreement will terminate all rights and licenses granted to Licensee relating to the UW Technology. Licensee shall certify in writing to UW within ten (10) days after termination that the Software and all UW Modifications thereof (if any) have been destroyed.

9. Disclaimers

9.1. The UW Technology has been developed as part of research conducted at the University of Washington and is provided as a research courtesy. The Software is experimental in nature and is available "AS IS," without obligation by UW to provide Licensee services or support except as specified in this Agreement. The entire risk as to the quality and performance of the UW Technology is with Licensee.

9.2. UW EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE PROVIDED TO LICENSEE UNDER THIS AGREEMENT.

10. Indemnification

Licensee shall indemnify and hold harmless UW and its officers, faculty, employees, students and agents, against any and all third party claims, suits, losses, damages, costs, fees and expenses resulting from Licensee's use of the UW Technology ("University Claims"), including but not limited to any damages, losses or liabilities whatsoever with respect to death or injury to any person and damage to any property provided that: (i) Licensee is notified promptly of any University Claims, (ii) Licensee has the sole right to control and defend or settle any litigation within the scope of this indemnity, and (iii) all indemnified parties cooperate to the extent necessary in the defense of any University Claims. This indemnification clause shall survive the termination of this Agreement.

11. Export Control

11.1. UW Technology may be subject to restrictions concerning the export of products or technical data from the United States. Licensee shall not export or re-export, directly or indirectly, UW Technology to any country for which the US Government or other competent authority at the time of export requires an export license or other approval, without first obtaining such license or approval.

11.2. Licensee is responsible for compliance with United States Export Administration regulations. As a condition of Agreement, Licensee assures the University that the use of UW Technology is not intended for use by, and will not be shipped, either directly or indirectly to any country or agency within any country to which such shipping or use is prohibited under Part 770 of the Export Administration Regulations of the United States Department of Commerce and the Foreign Assets Control Regulations of the United States Department of the Treasury. This assurance shall survive termination of the Agreement.

12. General

12.1. This Agreement will be construed in accordance with, and its performance will be governed by, the laws of the State of Washington. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, U.S.A. Licensee accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts

12.2. No omission or delay of either party hereto in requiring due and punctual fulfillment of the obligations of any other party hereto shall be deemed to constitute a waiver by such party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder.

12.3. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be in any way affected or impaired thereby.

12.4. This Agreement and the rights and benefits conferred upon the parties hereunder may not be assigned or otherwise transferred by Licensee without the prior written consent of the UW, except that Licensee may assign the Agreement to any third party which succeeds by operation of law to, purchases or otherwise acquires substantially all of the assets of Licensee. This Agreement may be assigned by UW.

12.5. In the event either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the non-performing party, the non-performing party

shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay.

12.6. This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof. Amendments to this Agreement must be in writing, reference this Agreement, and be signed by duly authorized representatives of UW and Licensee.

12.7. Notice shall be deemed to have been duly served if delivered by hand or sent by pre-paid airmail letter post or facsimile transmission to the address stated below for the relevant party to be served (or such address as either Party may notify to the other from time to time) and any such Notice shall be deemed to have been served on delivery if delivered by hand, the expiry of seven (7) days if sent by pre-paid U.S. letter post, or after twenty-four (24) hours if sent by facsimile transmission. In proving the service of a notice it shall be sufficient to prove that the Notice was duly delivered or that the envelope containing the Notice was properly addressed and posted or that the applicable means of telecommunications was properly addressed and dispatched.

	UW Licensing Contact	Licensee Contact
Name	Contract Manager UW TechTransfer Digital Ventures	
Email	license@u.washington.edu	
Phone	(W) 206-616-3451 (Fax) 206-616-3322	
Mailing Address	4311 11 th Ave NE, Ste 500 Seattle, WA 98105-4608	

12.8. Licensee understands UW is an agency of the state of Washington and is required by Washington state law to maintain public records under RCW 42.56 et. seq.

12.9. This Agreement shall not be deemed to constitute a partnership, agency, joint venture or contract of employment between Licensee and UW.

This Agreement shall be effective only if fully executed in writing by UW and Licensee (“Effective Date”). The parties have signed below to indicate acceptance to the terms of this Agreement:

Licensee _____

University of Washington

By (sign): _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Digital Ventures
UW TechTransfer

Date: _____

Date: _____

Attachment A

UW Technology **Method for Conducting Non-Linear Electrochemical Impedance Spectroscopy (NLEIS)**, lab view source code format protected under copyright; and the pending US Patent, Method for Conducting Nonlinear Electrochemical Impedance Spectroscopy, Application Number: 11/408,594.

Consulting help

For assistance with this software, please contact any of the following persons:

Stu Adler stuardler@u.washington.edu

Any arrangements for assistance are independent of this licensing agreement.