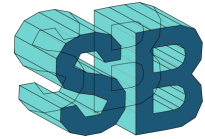# SPACE BOUNDARY TOOL™
Version: 1
COMMERCIAL SOURCE CODE LICENSE AGREEMENT

This License Agreement is entered into by The Regents of the University of California, Department of Energy contract-operators of the Lawrence Berkeley National Laboratory, 1 Cyclotron Road, Berkeley, CA 94720 ("**Berkeley Lab**"), and the entity listed below ("**you**" or "**Licensee**") having its place of business at the address below:

Company/Institution ("**Licensee**"): _____

Name of responsible Licensee employee: _____

Title or position: _____

Department (if applicable): _____

Address: _____

City / State / Postal Code / Country: _____

Tel: _____   Fax: _____

E-Mail: _____

The parties now agree as follows:

1   **LICENSE GRANT**. Subject to receipt by Berkeley Lab of any required U.S. Department of Energy approvals, Berkeley Lab grants you, and you hereby accept, a non-exclusive, non-transferable, perpetual license to install, use, copy, modify and prepare derivative works of the version of the computer software program listed on Exhibit A, in both executable and source code formats, together with any associated media, printed materials, and on-line or electronic documentation (if any) provided by Berkeley Lab (collectively, the "**Software**").

2   **REDISTRIBUTION RIGHTS**. Redistribution in source and executable forms, with or without modification, are permitted provided that the following conditions are met:

2.1   Redistributions of source code must retain:

2.1.1   the list of conditions of this Section 2;

2.1.2   the copyright notice of Paragraph 3.1;

2.1.3   the U.S. government rights of Section 7;

2.1.4   the warranty disclaimer of Section 8; and

2.1.5   the limitation of liability of Berkeley Lab and its licensors of Section 9.

2.2   Redistributions in binary form must reproduce in the documentation and/or other materials provided with the distribution:

2.2.1   the list of conditions of this Section 2;

2.2.2   the copyright notice of Paragraph 3.1;

2.2.3   the U.S. government rights of Section 7;

2.2.4   the warranty disclaimer of Section 8; and

2.2.5   the limitation of liability of Berkeley Lab and its licensors of Section 9.

2.3   Neither the name of the University of California, Lawrence Berkeley National Laboratory, U.S. Dept. of Energy nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

2.4   Where you make reference to the Software portion of your product, you must refer to the Software as "a modified version of Space Boundary Tool vX" software, where "X" is the version number listed in Exhibit A of this Agreement. You may refer to the Software as "Space Boundary Tool vX" without the "modified" designation only by obtaining prior written consent from Berkeley Lab. You shall not otherwise use in a company name, a product name, in advertising, publicity, or other promotional activities any name, trade name, trademark, logo, or other designation of "Space Boundary Tool", "SBT", "SBT-1", "SBT-X" or confusingly similar designation.

3   **COPYRIGHT; RETENTION OF RIGHTS**.

3.1   Copyright Notice. The copyright notice for the above-referenced software is: Copyright (C) 2013, The Regents of the University of California.

3.2   Ownership of Software. Subject to receipt by Berkeley Lab or its licensors of any required approvals by the U.S. Department of Energy: (i) you hereby acknowledge that the Software is protected by United States copyright law and international treaty provisions; (ii) Berkeley Lab, and its licensors (if any), hereby reserve all rights in the Software which are not explicitly granted to you herein; and (iii) without limiting the

generality of the foregoing, Berkeley Lab and its licensors retain all title, copyright, and other proprietary interests in the Software and any copies thereof, and you do not acquire any rights, express or implied, in the Software, other than those specifically set forth in this Agreement.

3.3   Ownership of Derivative Works. Subject to the underlying copyright in the Software by Berkeley Lab and its licensors, Licensee retains all title, copyright, and other proprietary interests in derivative works of the Software that are developed by or on behalf of Licensee. Berkeley Lab does not acquire any rights, express or implied, in such derivative works.

4   **NO MAINTENANCE OR SUPPORT**. Berkeley Lab shall be under no obligation whatsoever to: (i) provide maintenance or support for the Software; or (ii) to notify you of bug fixes, patches, or updates (collectively, "**Update**") to the Software (if any). If, in its sole discretion, Berkeley Lab makes an Update available to you and Berkeley Lab does not separately enter into a written license agreement with you relating to such Update, then it shall be deemed incorporated into the Software and subject to this Agreement.

5   **YOUR PUBLIC ENHANCEMENTS**. You are under no obligation whatsoever to provide any bug fixes, patches, or upgrades to the features, functionality or performance of the source code ("**Enhancements**") to anyone; however, if you choose to make your Enhancements available either publicly, or directly to Berkeley Lab, without imposing a separate written license agreement for such Enhancements, then you hereby grant the following license: a non-exclusive, royalty-free perpetual license to install, use, modify, prepare derivative works, incorporate into other computer software, distribute, and sublicense such enhancements or derivative works thereof, in binary and source code form.

6   **LICENSE FEE**. In consideration of the rights granted hereunder, you agree to pay Berkeley Lab the appropriate license fee (see Exhibit A - Fee Schedule) due upon submission of this signed Agreement to Berkeley Lab. Payment must be made in U.S. Dollars by check, payable to "The Regents of the University of California (LBNL)".

7   **U.S. GOVERNMENT RIGHTS**. The Software was developed under funding from the U.S. Government and the U.S. Government consequently retains certain rights as follows: the U.S. Government has been granted for itself and others acting on its behalf a paid-up, nonexclusive, irrevocable, worldwide license in the Software to reproduce, prepare derivative works, and perform publicly and display publicly. Beginning five (5) years after the date permission to assert copyright is obtained from the U.S. Department of Energy, and subject to any subsequent five (5) year renewals, the U.S. Government is granted for itself and others acting on its behalf a paid-up, nonexclusive, irrevocable, worldwide license in the Software to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, and to permit others to do so.

8   **WARRANTY DISCLAIMER**. THE SOFTWARE IS SUPPLIED "AS IS" WITHOUT WARRANTY OF ANY KIND. BERKELEY LAB, ITS LICENSORS, THE UNITED STATES, THE UNITED STATES DEPARTMENT OF ENERGY, AND THEIR EMPLOYEES: (1) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, (2) DO NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SOFTWARE, (3) DO NOT REPRESENT THAT USE OF THE SOFTWARE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS, (4) DO NOT WARRANT THAT THE SOFTWARE WILL FUNCTION UNINTERRUPTED, THAT IT IS ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED.

9   **LIMITATION OF LIABILITY**. IN NO EVENT SHALL BERKELEY LAB OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF DATA, FOR ANY REASON WHATSOEVER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF BERKELEY LAB HAS BEEN WARNED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN NO EVENT SHALL BERKELEY LAB'S LIABILITY FOR DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE.

10   **INDEMNITY**. You shall indemnify, defend, and hold harmless Berkeley Lab, its licensors, the U.S. Government, the Software developers, the Software sponsors, and their agents, officers, and employees, against any and all claims, suits, losses, damage, costs, fees, and expenses arising out of or in connection with your use of the Software pursuant to this Agreement. You shall pay all costs incurred by Berkeley Lab in enforcing this provision, including reasonable attorney fees.

11   **TERM AND TERMINATION**. The license granted to you under this Agreement shall continue perpetually unless terminated by Berkeley Lab in accordance with this Agreement. All sublicenses to the Software that are properly granted shall survive any termination of this Agreement. If you breach any term of this Agreement, and fail to cure such breach within thirty (30) days of the date of written notice, this Agreement shall immediately terminate. Upon such termination, you shall immediately cease using the Software, return to Berkeley Lab, or destroy, all copies of the Software, and provide Berkeley Lab with written certification of your compliance with the foregoing. Termination shall not relieve you from your obligations arising prior to such termination, including but not limited to the

responsibility to pay previously accrued fees. Notwithstanding any provision to the contrary, Sections 7 through 13 shall survive termination of this Agreement.

12 **EXPORT CONTROLS**. You shall observe all applicable United States and foreign laws and regulations (if any) with respect to the export, re-export, diversion or transfer of the Software, related technical data and direct products thereof, including, without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations. The export of any technology from the United States, including without limitation the Software and related technical data, may require some form of export control license from the U.S. Government and, pursuant to U.S. laws, and failure to obtain any required export control license may result in criminal liability under U.S. laws.

13 **GENERAL**. This Agreement shall be governed by the laws of the State of California, excluding its rules governing conflicts of laws. No provision in either party's purchase orders, or in any other business forms employed by either party shall supersede the terms of this Agreement, and no modification or amendment of this Agreement is binding, unless in writing signed by a duly authorized representative of each party. This Agreement is binding upon and shall inure to the benefit of Berkeley Lab, its successors and assigns. This Agreement represents the entire understanding of the parties, and supersedes all previous communications, written or oral, relating to the subject of this Agreement.

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to execute this Agreement on the date written below, to be effective as of the date of the last party's signature below.

The Regents of the University Of California, through the Ernest Orlando Lawrence Berkeley National Laboratory

Licensee:

By (signature): _____

By (signature): _____

Name (type): _____

Name (type): _____

Title: _____

Title: _____

Date: _____

Date: _____

[the remainder of this page is blank]

EXHIBIT A
Fee Schedule

Type of License	:	Full License
Software	:	Space Boundary Tool (SBT)
Version	:	1
LBNL Ref. No.	:	CR-3302
Price	:	**$50,000**

Type of License	:	**Each Upgrade to a Subsequent Major Version**
Software	:	Space Boundary Tool (SBT)
Version Upgrade	:	from 1 to 2, or
		from 2 to 3, or
		from X to X+1
LBNL Ref. No.	:	CR-3302
Price	:	**$25,000**

Send two signed copies of this license to:

Attn: Licensing Manager
Technology Transfer Department
MS 56A-120
Lawrence Berkeley National Laboratory
One Cyclotron Road
Berkeley, CA 94720

or send a signed copy of a PDF file to TTD@LBL.gov.

Payment is due with submission of license agreement. Check and wire transfer are accepted. Please make your check payable to: **The Regents of the University of California (Berkeley Lab/CR-3302 SBT)**. Instructions for sending a wire transfer:

- Any wire transfers must be converted to US dollars and issued from a US money center bank. An additional $20 is required for international wire transfers.

- Please include a reference to **CR-3302 SBT software** in the wire advice.

- Please have wire transfers addressed as follows:

Beneficiary Bank:	Wells Fargo Bank, N.A.
Bank Address:	550 California Street, San Francisco, CA 94104
ACH/Wire Routing No.:	1 2 1 0 0 0 2 4 8
SWIFT Code:	WFBIUS6S
Beneficiary:	Lawrence Berkeley National Laboratory
Beneficiary Account No.:	4121-491211