

# OOPIC Pro EDUCATION SOFTWARE LICENSE AGREEMENT

## 1. RECITALS

- (a) This Tech-X Corporation Education License Agreement for OOPIC Pro Software (“License”) is a legal agreement between you, (an individual or a single entity) (the “Licensee”) and Tech-X Corporation (“Tech-X”) for the use of the OOPIC Pro Software (the “Software”) for education use, as defined below.
- (b) By using the Software or any work derived from the Software, Licensee accepts this License, and agrees to be bound by all of its terms and conditions for using, copying or modifying the Software and works derived from the Software.
- (c) No rights are granted to the Software except as expressly set forth herein. Nothing other than this License grants Licensee permission to use, copy or modify the Software or any work derived from the Software. If Licensee does not accept the terms and conditions of this License, it should not use, copy or modify the Software.
- (d) Licensee acknowledges that he, she, or it will not in any way use the Software for any commercial purposes. In consideration for Licensee's forbearance of commercial use of the Software, Tech-X grants Licensee non-exclusive rights as expressly provided herein.

## 2. DEFINITIONS

- (a) “XOOPIC Code Suite” (XOOPIC) means code developed by the University of California that is distributed as part of OOPIC Pro. XOOPIC is distributed under the terms of this license agreement by permission of the Regents of the University of California.
- (b) “Software” means the OOPIC Pro software, including the OOPIC Pro executables, libraries, examples, interface definitions, associated media and printed materials, and any online (PDF or HTML) documentation.
- (c) To “use” means to execute (i.e. run) the Software.
- (d) An “individual user” means the Licensee, if Licensee is an individual, or the Licensee’s agent who causes use of the Software, if Licensee is an entity.
- (e) To “copy” means to create one or more copies as defined in 17 U.S.C. paragraph 101.
- (f) To “distribute” means to broadcast, publish, transfer, post, upload, download or otherwise disseminate in any medium to any third party.
- (g) To “modify” means to create a work derived from the Software, also known in this Agreement as “Modified Software” or “Derivative Work,” or to change or alter any aspect of the Software.
- (h) “Commercial use” means (i) using the Software or any work derived from the Software in connection with, for or in aid of the generation of revenue, including but not limited to the conduct of Licensee's daily business operations; or (ii) copying, distributing, or modifying the Software or any work derived from the Software and providing it or making it available to any party in exchange for payment, service, or other consideration, whether directly (e.g., payment for a copy of the Software) or indirectly (including but not limited to payment for some good or service related to the Software, or payment for some product or service that includes a copy of the Software “gratis” or “without charge”).
- (i) “Educational use” means (i) student instruction or projects, or (ii) demonstration, for the purposes of scientific or engineering education, provided that such use is in no way commercial.

## 3. GRANT OF LICENSE

- (a) License to Use. An individual user may use the Software provided that such use constitutes an educational use.
- (b) License to Copy. Licensee may create literal (i.e., verbatim) copies of the Software as Licensee receives it for backup purposes.

## 4. RESTRICTIONS

- (a) Licensee acknowledges that the Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.
- (b) All title and copyrights in and to the Software, including but not limited to any images, photographs, databases, animations, video, text and “applets” incorporated into the Software, the accompanying printed materials, and any copies of the Software, are exclusively owned by Tech-X.
- (c) All title and copyrights in and to XOOPIC, including but not limited to any images, photographs, databases, animations, video, text and “applets” incorporated into the XOOPIC and any copies of XOOPIC, are exclusively owned by Regents of the University of California.
- (d) Licensee may not modify, reverse engineer or decompile the Software except as permitted by this License.
- (e) Licensee may not distribute, sublicense, assign, or transfer this License, the Software, or any work derived from the Software, except as permitted by this License.
- (f) Export Restriction. If using, copying, distributing and/or modifying the Software is restricted in certain countries for any reason, Tech-X Corporation may in the future add an explicit geographical distribution

limitation excluding those countries, so that using, copying, distributing and/or modifying is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

## **5. NO WARRANTIES**

TECH-X CORPORATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE OR MODIFIED SOFTWARE CREATED BY LICENSEE. THE SOFTWARE IS PROVIDED TO LICENSEE "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE LICENSEE BEARS THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE SOFTWARE. LICENSEE EXPRESSLY ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, SHOULD THE SOFTWARE PROVE DEFECTIVE.

## **6. NO LIABILITY FOR DAMAGES**

IN NO EVENT WILL TECH-X CORPORATION, OR ANY OTHER PARTY WHO MAY COPY OR MODIFY THE SOFTWARE AS PERMITTED HEREIN, BE LIABLE FOR ANY GENERAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, INACCURATE INFORMATION, LOSS OF INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF TECH-X CORPORATION OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **7. U.S. GOVERNMENT RESTRICTED RIGHTS**

The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights 48 C.F.R. paragraph 52.227-19, as applicable. The manufacturer is Tech-X Corporation, 5621 Arapahoe Avenue, Suite A, Boulder, CO 80303.

## **8. SERVICE AND SUPPORT**

The service and support that Tech-X offers for the Software under this License are limited to the service or support, if any, that is freely available on Tech-X's Web site.

## **9. TERM AND TERMINATION**

- (a) This license terminates automatically in two (2) years after Licensee begins use of the Software.
- (b) Any violation or any attempt to violate any of the terms and conditions of this License (including but not limited to commercial use of the Software) will automatically terminate Licensee's rights under this License.
- (c) Licensee agrees upon termination to cease any and all use, copying, distributing and modifying of the Software and any work derived from the Software, and further to destroy any and all of Licensee's copies of the Software and any work derived from the Software.

## **10. LICENSE SCOPE AND MODIFICATION**

This License sets forth the entire agreement between Licensee and Tech-X and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof. None of the terms of this License may be waived or modified except as expressly agreed in writing by both Licensee and Tech-X.

## **11. SEVERABILITY**

Should any provision of this License be declared void or unenforceable, the validity of the remaining provisions shall not be affected.

## **12. GOVERNING LAWS AND FORUM**

- (a) This License is governed by, and shall be interpreted in accordance with, the laws of the State of Colorado, U.S.A.
- (b) Licensee hereby consents to jurisdiction and venue in a state or federal court situated in Boulder or Denver, Colorado for any action stemming from this License.

---

Questions concerning this License or the Software should be directed to: Tech-X Corporation, 5621 Arapahoe Avenue, Suite A, Boulder, CO 80303. E-mail: [info@txcorp.com](mailto:info@txcorp.com). Web: [www.txcorp.com](http://www.txcorp.com). "Tech-X Corporation" and "OOPIC Pro" are trademarks of Tech-X Corporation. "XOOPIC" is a trademark of the Regents of the University of California. Other names, products and services may be the trademarks or registered trademarks of their respective holders.