

**CLICK-WRAP SOFTWARE LICENSE AGREEMENT
BETWEEN YOU AS NON-EXCLUSIVE LICENSEE AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AS OWNER AND LICENSOR**

This software license agreement (“Agreement”) is by and between You (where “You” and/or “Your” means you as an individual who is receiving the licensed rights herein as the licensee), and The Regents of the University of California, a California constitutional corporation, whose legal address is 1111 Franklin Street, 12th Floor, Oakland, California 94607-5200, acting through its Office of Technology Licensing, at the University of California, Berkeley, 2150 Shattuck Avenue, Suite 510, Berkeley, CA 94720-1366 (“Licensor”). **This Agreement becomes effective as of the date and time when you click the “I AGREE” button. Once you click the “I AGREE” button, You are consenting to be bound by all of the terms and conditions of this Agreement, and agree personally, to abide by and administer the Agreement as the licensee.**

1. BACKGROUND

- 1.1 Licensor owns proprietary software BANG Neutron Detection Library, UCB docket number BK-2018-001 (the “Licensed Software”). Through this Agreement, Licensor wishes to grant a non-exclusive software license contained herein to You for the sole purpose of research collaboration with the Bay Area Neutron Group (“BANG”). This non-exclusive license is limited solely to Your use for research and educational purposes (the “Licensed Field of Use”).
- 1.2 The mechanism by which this Agreement becomes effective is through Your acceptance of the rights, responsibilities, and limitations herein by Your act of clicking the “I AGREE” button. A record of this Agreement as it was entered into by You and Licensor is available to You here: <http://bang.berkeley.edu/detection-library-license>.

2. GRANT

- 2.1 As consideration for, and and subject to the terms of this Agreement (including the duty to assign in this Section 2.1), Licensor hereby grants to You a nonexclusive, non-transferable, and non-sublicensable license in the Licensed Field of Use under the Licensor’s copyrights in the Licensed Software to reproduce, prepare derivative works of, and perform publicly the Licensed Software, subject to Your agreement to assign ownership of any derivative works thereof to Licensor. (As used herein, “derivative work” means a work that is based upon one or more preexisting works covered by the Licensed Software, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which a preexisting work may be recast, transformed, or adapted.)
- 2.2 No right to sell the Licensed Software is granted.
- 2.3 You shall not release or otherwise the Licensed Software or its source code outside of BANG.
- 2.4 Nothing in this Agreement will be deemed to transfer title in the Licensed Software to You.

- 2.5 Nothing in this Agreement limits Your right or Licensor's right to state there is a license between You and Licensor to use the Licensed Software in the Licensed Field of Use for the purpose of providing experiential learning opportunities for students in BANG.
- 2.6 Nothing in this Agreement limits the rights of professors, instructors, students or others to publish or otherwise publicly describe the intent and structure of the collaborative research with BANG, the role of the Licensor in facilitating and sponsoring certain aspects research, and observations, results and other outcomes the research; and nothing herein abridges the right of the University of California and any of its employees to perform research, education and public service activities in furtherance of this mission. Publications using the Licensed Software should be reviewed by the Licensor prior to release and should provide attribution to the Licensor.
- 2.7 Nothing in this Agreement shall be construed as an obligation of Licensor to furnish any technical information or assistance to You relating to the Licensed Software.
3. **LIFE OF THE AGREEMENT.** Unless otherwise terminated, this Agreement will remain in effect for the life of the last-to-expire copyright licensed under this Agreement.
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5. **INDEMNITY.** You hereby agree to indemnify and hold harmless Licensor, including its agents, officers, and employees, either in their individual capacities or by reason of their relationship to Licensor, for any claims arising out of, or resulting from, the use of the Licensed Software. The previous sentence extends to the maximum extent permitted by the laws governing You.
6. **COMPLIANCE WITH LAWS.** Licensor is subject to United States laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979), controlling the export of technical data, computer software, laboratory prototypes, and other commodities, and Licensor's obligations under this Agreement are contingent on compliance with such laws and regulations. The Licensor confirms that the Licensed Software is neither confidential NOR export controlled.
7. **APPLICABLE LAW.** This Agreement will be construed, applied and interpreted in accordance with the laws of the State of California and, to the extent applicable, the copyright laws of the United States of America and applicable treaties, without respect to their conflicts of laws provisions.
8. **ENTIRE AGREEMENT.** This Agreement supersedes all previous communications, representations, or understandings (either oral or written) between the parties with respect to the subject matter hereof, and this Agreement may be modified only by written amendment duly executed by the parties hereto.