**STANDARD NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT**

This Agreement is made effective the \_\_\_ day of \_\_\_\_\_\_ 20\_\_\_, (the “Effective Date”) by and between the Florida State University Research Foundation, Inc. (hereinafter called “FSURF”), a nonstock, nonprofit Florida corporation, having its principal place of business at 2000 Levy Avenue, Suite 351, Tallahassee, Florida 32310, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “Licensee”), a \_\_\_\_\_\_\_\_\_\_\_ having its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

WHEREAS, FSURF owns certain computer software that is described as the “Licensed Software” and defined below, and assigned Florida State University identification number 23-016, known as Career Center Career Readiness Modules (ProfessioNole). FSURF is willing to grant a license to Licensee under the Licensed Software, and Licensee desires a license under the Licensed Software;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties covenant and agree as follows:

1. “Licensed Software” shall refer to and mean the latest version as of the effective date of this agreement

 of the ProfessioNole Software.

2. FSURF hereby grants to Licensee a non-exclusive license to install and utilize the Licensed Software.

 Licensee will not make copies of the Software or allow copies of the Software to be made by others,

 unless authorized by this License Agreement. Licensee may make copies of the Software for backup

 purposes only.

3. Licensee shall pay FSURF a non-refundable license fee in the amount of fifteen thousand dollars

 ($15,000) upon signing this Agreement.

3.1. Except as otherwise directed, all amounts owing to FSURF under this Agreement shall be

 paid in U.S. dollars to FSURF at the following address:

President

Florida State University Research Foundation, Inc.

Attn: Stacey Patterson, Ph.D.

2000 Levy Avenue, Suite 351

Tallahassee, FL 32310

3.2. FSURF is exempt from paying income taxes under U.S. law. Therefore, all payments due

 under this Agreement shall be made without deduction for taxes, assessments, or other

 charges of any kind which may be imposed on FSURF by any government outside of the

 United States or any political subdivision of such government with respect to any amounts

 payable to FSURF pursuant to this Agreement. All such taxes, assessments, or other charges

 shall be assumed by Licensee.

4. Certain Warranties and Disclaimers of FSURF

4.1. FSURF provides Licensee with the rights granted in this Agreement AS IS and WITH ALL

 FAULTS. Licensee acknowledges that FSURF will not provide Licensee with any

 maintenance or support for the Licensed Software. FSURF makes no representations and

 extends no warranties of any kind, either express or implied. FSURF disclaims any express

 or implied warranty:

4.1.1. As to the validity or scope of any right included in the Licensed Software;

4.1.2. That anything made, used, sold or otherwise disposed of under the license granted

 in this Agreement will or will not infringe the intellectual property of third parties;

4.1.3. That it has any obligation to bring or prosecute actions or suits against third parties

 for infringement of Licensed Software;

4.1.4. That it has any obligation to furnish any services other than those specified in this

 Agreement; or

4.1.5. That it will not grant licenses to others to make, use or sell products not covered by

 the Licensed Software which may be similar and/or compete with products made or

 sold by Licensee.

4.2. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, FSURF

 MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND,

 EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES

 OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FSURF

 ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO USE, SALE,

 OR OTHER DISPOSITION BY LICENSEE, ITS SUBLICENSEE(S), OR THEIR

 VENDEES OR OTHER TRANSFEREES OF PRODUCT INCORPORATING OR MADE

 BY USE OF INTELLECTUAL PROPERTY LICENSED UNDER THIS AGREEMENT.

4.3. FSURF is not liable for any special, consequential, lost profits, expectation, punitive or other

 indirect damages in connection with any claim arising out of or related to this Agreement,

 whether grounded in tort (including negligence), strict liability, contract, or otherwise.

4.4. FSURF’s maximum liability for any claim relating to this Agreement is limited to the amount

 of payments made by Licensee to FSURF in the year the claim arose.

4.5. Licensee will indemnify, hold harmless, and defend FSURF and FSU and their respective

 trustees, officers, employees, students and agents against any claim of any kind arising out of

 or related to the exercise of any rights granted Licensee under this Agreement or the breach

 of this Agreement by Licensee.

5. FSURF may terminate this Agreement and Licensee’s right to use the Software upon any material

 breach by the Licensee.

6. Upon the termination of this Agreement for any reason, nothing herein shall be construed to release

 either party from any obligation that matured prior to the effective date of such termination.

7. Licensee shall, at all times during the term of this Agreement and thereafter, indemnify, defend and

 hold FSURF, the Florida Board of Governors, the Florida State University Board of Trustees, Florida

 State University, and each of their directors, officers, employees, and agents, and the authors of the

 Licensed Software, regardless of whether such authors are employed by Florida State University at the

 time of the claim, harmless against all claims and expenses, including legal expenses and reasonable

 attorneys’ fees, whether arising from a third party claim or resulting from FSURF’s enforcing this

 indemnification clause against Licensee, arising out of the death of or injury to any person or persons

 or out of any damage to property and against any other claim, proceeding, demand, expense and

 liability of any kind whatsoever (other than intellectual property infringement claims) resulting from

 the use, of Licensed Software or arising from any right or obligation of Licensee hereunder.

 Notwithstanding the above, FSURF at all times reserves the right to retain counsel of its own to defend

 FSURF, the Florida Board of Governors’, the Florida State University Board of Trustees, Florida State

 University, and the author’s interests.

8. This Agreement shall be construed in accordance with the internal laws of the State of Florida.

9. This Agreement constitutes the full understanding between the parties with reference to the subject

 matter hereof. This Agreement supersedes and replaces any and all previous agreements between the

 Parties.

10. Licensee acknowledges that it is subject to and agrees to abide by the United States laws and

 regulations (including the Export Administration Act of 1979 and Arms Export Contract Act)

 controlling the export of technical data, computer software, laboratory prototypes, biological material,

 and other commodities. The transfer of such items may require a license from the cognizant agency of

 the U.S. Government or written assurances by Licensee that it shall not export such items to certain

 foreign countries without prior approval of such agency. FSURF neither represents that a license is or

 is not required or that, if required, it shall be issued.

11. Licensee is responsible for any and all wire/bank fees associated with all payments due to FSURF

 pursuant to this Agreement.

12. The submission of the License Agreement does not constitute an offer, and this document shall

 become effective and binding only upon the execution by duly authorized representatives of both

 Licensee and FSURF. FSURF and Licensee hereby warrant and represent that the persons signing

 this Agreement have authority to execute this Agreement on behalf of the party for whom they have

 signed.

13. Force Majeure - No default, delay, or failure to perform on the part of Licensee or FSURF shall be

 considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay

 or failure to perform is due to epidemics, war, embargoes, fire, earthquake, hurricane, flood, acts of

 God, or default of common carrier. In the event of such default, delay or failure to perform, any date

 or times by which either party is otherwise scheduled to perform shall be extended automatically for a

 period of time equal in duration to the time lost by reason of the excused default, delay or failure to

 perform.

14. No restriction shall be imposed on publication, research use of the Licensed Software, or subsequent

 improvements to Licensed Software that may be made by FSU. Licensee may modify the provided curriculum to maximize it for use under the terms of the license, and that modification will not affect the licensed agreement.

15. The parties may execute this Agreement in counterparts, each of which is deemed an original, but all

 of which together constitute one and the same agreement. This Agreement may be delivered by

 electronic mail communications in PDF format, and PDF copies of executed signature pages shall be

 binding as originals. Each party to this Agreement agrees to use electronic signatures; and be subject

 to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National

 Commerce Act (ESIGN, Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates indicated below.

**FLORIDA STATE UNIVERSITY RESEARCH FOUNDATION, INC.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stacey Patterson, Ph.D. - President, Florida State University Research Foundation

**Company**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_