



**Copyright License Agreement  
Terms and Conditions  
WSU OC#:1164**

The Purchaser (as hereinafter defined) agrees to the following terms and conditions concerning certain materials listed below. Purchaser hereby accepts such license and agrees that it shall not use the Work (as hereinafter defined) except in accordance with the terms and conditions of this agreement. Purchaser acknowledges and agrees that the license granted herein is non-exclusive and that Washington State University (hereinafter "WSU") may license others to use the Work subject to any limitations set forth here-in.

The Purchaser acknowledges that WSU is the sole and exclusive owner of the Work and of all associated federal registrations and pending registration, and Purchaser shall do nothing inconsistent with such ownership. Purchaser further agrees that it will not claim ownership rights to the Work, or any derivatives, compilations, sequel or series, or related Work owned by or used by WSU. Purchaser agrees that nothing in the agreement shall give the Purchaser any right, title, or interest in the work other than the right to use the same in accordance with this agreement.

The Work was developed and/or fixed in a tangible medium by Dr. Bernard Van Wie, an employee of WSU working either alone or together with other researchers at WSU, and is the subject matter of the U.S. Copyright 1-3072045511 ('5511), that is a protected work as ascribed in Section 101 st seq. of the United States Copyright Act, and the International Treaty provisions, relating to the protection of copyrights worldwide. The Work, and the copyright are the property of WSU ("WSU Property") and are generally referred to as WSU Case No.1164.

1. Definitions:

- (a) The term "Work", for purposes of this agreement, shall mean the digital copy of the materials described in the copyright materials found in '5511 copyright, in whole or in part, as is, delivered to Purchaser/s;
- (b) The term "Purchaser", for purposes of this agreement shall mean any non-profit or for-profit organization;
- (c) The term "Distribute" shall mean to make available to the public, any copies of the Work
- (d) The term "Reproduce" shall means to make copies of the work as it is
- (e) The term "Purchase date" means the date the Purchaser pays for the Work
- (f) The term "Termination date" means the date that the '5511 copyright is rendered unenforceable

2. WSU grants to Purchaser the non-exclusive right to the Work and the '5511 copyright owned by WSU. Purchaser acknowledges that the Work and the '5511 copyright are and will remain the property of WSU.

3. The Purchaser agrees that this Agreement grants no other rights to the Work or any copyrights except the rights expressly provided to Purchaser by WSU herein.

4. In consideration of the Copyright License Agreement granted to Purchaser by WSU, Purchaser will pay WSU a non-refundable fee of one hundred U.S. Dollars (US \$ 100.00). In the event that Purchaser wishes to obtain multiple licenses, the non-refundable fees will be additive to the value of the total non-refundable fee in the transaction.
5. Failure of Purchaser to make any payment required under this agreement when such payment is due, shall, at WSU option, terminate this agreement.
6. The Purchaser shall not Reproduce or Distribute the Work. In the event, that Purchaser Reproduces or Distributes the Work, this agreement will be immediately terminated. Upon termination of this agreement by operation of law or otherwise, all rights (including the rights to the work) privileges and obligations arising from this agreement shall cease to exist.
7. In the event that Purchaser Reproduces or Distributes the Work to a third party, WSU will have the right to pursue, legal action to recover any losses said action may incur.
8. The Work shall be made accessible by WSU to Purchaser within thirty (30) days of the Purchase Date.
9. Purchaser may crop licensed work, provided that the editorial integrity of the licensed work is not compromised, but may not otherwise rotate, alter, change, or tamper with the Work without WSU's express written permission.
10. Purchaser will be granted one (1) copy of the Work with the granted license. In the event that Purchaser wishes to obtain multiple licenses, the granted downloads will be additive and dependent on the number of granted licenses.
11. WSU's trademarks, logos, and service marks, are and will remain the sole property of WSU. Nothing in this Agreement confers upon Licensee any right of ownership in WSU's trademarks, logos, or service marks.
12. WSU retains all rights to packaging designs and trade dress, for the promotion, marketing and sale of the Work.
13. In any publication to be made pursuant to this license, Purchaser shall include an acknowledgement of the source of the Work, indicate that said Work is copyrighted. Credit line should read:

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14. Purchaser may not at any time:

Take any action that would bring the Work into public disrepute including the use of the work in any otherwise unlawful use, whether directly or in context or juxtaposition with specific subject matter; or

Make any claim or indication that WSU endorses Licensee's product or services or portray

itself as an agent, servant, or employee of WSU.

15. The Work may not depict or imply endorsement of:

(a) Partisan political activity; (b) Alcohol; (c) Illegal drugs; (d) Gambling products; (e) Tobacco products; (f) firearms or other weapons; (g) Racist, sexist, hateful, demeaning or degrading language or statements; (h) Profanity; (i) Sexual acts; (j) Statements impugning WSU or other universities.

16. WSU MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR DOES WSU WARRANT THAT THE USE OF THE RESEARCH MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

17. Purchaser expressly agrees that its use of the Work shall be in compliance with all applicable local, state, and federal procedures, rules, and regulations, and laws.

18. Purchaser agrees to indemnify, hold harmless, and defend WSU, and their officers, employees, students, and agents, whether current or former, against any and all claims for death, illness, personal injury, and property damage, including court costs and attorney fees, arising out of the use of the Work by Purchaser.

19. Purchaser will not use the name of WSU in any advertising or publicity without its written permission.

20. This Agreement shall, in all respects, be construed in accordance with the laws of the USA State of Washington. If any provisions of this Agreement are or shall come into conflict with the laws or regulations of any jurisdiction or any governmental entity having jurisdiction over the Purchaser or this Agreement, those provisions shall be deemed automatically deleted, if such deletion is allowed by relevant law, and the remaining terms and conditions of this Agreement shall remain in full force and effect. If such a deletion is not so allowed or if such a deletion leaves terms thereby made clearly illogical or inappropriate in effect, the Purchaser agrees to substitute new terms as similar in effect to the present terms of this Agreement as may be allowed under the applicable laws and regulations.

21. WSU warrants that it has the right to grant the Copyright License Agreement hereunder.

22. This Agreement is personal to the Purchaser and shall not be assignable or otherwise transferable in whole or in part, voluntarily, involuntarily or by operation of law including any merger or consolidation, substantial change in ownership or control of a Purchaser's business, or any other means, without the prior written consent of the WSU, except Purchaser/s may, without such consent, assign this Agreement to an Affiliate or any purchaser of all or substantially all of the assets in the line of business to which this Agreement pertains. Upon assignment, the rights and obligations under this Agreement shall be binding upon and inure to the benefit of said purchaser or successor in interest. All parties to this Agreement understand and agree that WSU's rights and obligations under this Agreement may be freely assigned to a designee of WSU without further notice to Licensee. Such assignment or license shall be binding upon the undersigned parties and inure to the benefit of such assignee.

23. It is understood that if the United States Government (through any of its agencies or otherwise) has funded research under which any of the Materials were developed and/or discovered, the United States Government is entitled, as a right, under the provisions of 35 U.S.C. 202-212 and applicable regulations of Title 37 of the Code of Federal Regulations, to a nonexclusive, irrevocable, paid up license to practice, have practiced, or otherwise use the Materials for governmental purposes.
24. It is understood that WSU is subject to the United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979), and that the obligations hereunder are contingent on compliance with applicable United States export laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by Licensee that Licensee shall not export data or commodities to certain foreign countries without prior approval of such cognizant agency. WSU neither represents that such export license shall be required nor that, if required, such export license shall be issued.
25. Purchaser expressly agrees that the terms of this agreement will be active from the Purchase date and will be terminated on the Termination date.
26. The Parties hereto are independent contractors and are not and shall not be construed as joint ventures, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in the agreement.
27. This Agreement sets forth the entire agreement and understanding between Purchaser and WSU with respect to the subject matter hereof, superseding any and all prior agreements, understanding, negotiations and discussions. None of the terms of this agreement shall be amended.
28. By checking the "AGREE" box, the Purchaser acknowledges and agrees to be bound by these Terms and Conditions as set forth herein.

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