

# Research End-User License Agreement

## PROGRAM: **Reach**

University of Arizona Tech Transfer File: UA16-191, UA16-195, UA16-196

**IMPORTANT – READ CAREFULLY:** This Agreement is a legal agreement between (“LICENSEE”) (defined below in Paragraph 2) and The Arizona Board of Regents on behalf of the University of Arizona, (“ARIZONA”). By installing, copying, downloading, accessing or otherwise using the PROGRAM, LICENSEE agrees to be bound by the terms of this Agreement. If LICENSEE does not agree with the terms of this Agreement, do not install, access or use the PROGRAM.

## BACKGROUND

1. The University of Arizona has developed a proprietary software application and related documentation, known as **Reach** and further defined in ARIZONA Tech Transfer Arizona file UA16-191, UA16-195, UA16-196, (hereinafter referred to as "PROGRAM").
2. LICENSEE is responsible for acquiring and installing any additional components that may be required. ARIZONA accepts no responsibility for the performance of any third-party components installed, either through operation of the PROGRAM or by LICENSEE.
3. LICENSEE is either: (i) yourself if you accept the Agreement; or (ii) the legal entity you are authorized to represent in accepting this Agreement. You represent you have the authority to bind LICENSEE to this Agreement.
4. LICENSEE desires to obtain and ARIZONA, consistent with its mission of education and research, desires to grant a license to access and use PROGRAM subject to the terms and conditions set forth below.

The parties therefore agree as follows:

### I. LICENSE

ARIZONA hereby grants to LICENSEE a non-exclusive, non-transferable right to use, copy, modify and distribute the PROGRAM and related derivative works for non-commercial internal research purposes only and subject to the terms and conditions of this Agreement.

In particular, you must include a copyright notice acknowledging the copyrights in PROGRAM by Arizona Board of Regents on behalf of the University of Arizona and this license must be included as part of any copy or modification of the PROGRAM. Each time you redistribute this PROGRAM, the recipient automatically receives a license to copy, distribute or modify the PROGRAM subject to these terms and conditions. You may not impose any further restrictions on this PROGRAM or any derivative works beyond those restrictions herein.

You agree to use your best efforts to provide ARIZONA with any modifications containing improvements or extensions and hereby grant ARIZONA a perpetual, royalty-free license to use and distribute such modifications under the terms of this license. You agree to notify ARIZONA of any inquiries you have for commercial use of the PROGRAM and/or its modifications and further agree to negotiate in good faith with ARIZONA to license your modifications for commercial purposes. Notices, modifications, and questions may be directed by e-mail to: [Patents@tla.arizona.edu](mailto:Patents@tla.arizona.edu)

While LICENSEES are allowed to publish scholarly articles using data and results from their use of the PROGRAM, they must acknowledge their use of the PROGRAM.

**However, LICENSEES are not granted any commercial rights with respect to PROGRAM data or results.** Please contact us if you wish to purchase a commercial license.

## II. LIMITATION OF LICENSE AND RESTRICTIONS

- A. Except as expressly permitted by this agreement, no other use of PROGRAM is permitted, including, but not limited to: (i) use or access for the benefit of, on behalf of, or upon the request of any other party; (ii) reproduction, adaptations, and/or preparation of derivative works; or (iii) sale, renting or loaning access to PROGRAM, passwords, or usernames. LICENSEE covenants that the contents of PROGRAM are for LICENSEE'S use, and may not be resold, republished, or otherwise distributed to third parties in any form including, but not limited to, via an internet, intranet, or extranet site.
- B. LICENSEE shall not assign this Agreement, and any attempt by LICENSEE to assign it shall be void from the beginning. LICENSEE agrees to secure and protect access to PROGRAM in a manner consistent with the maintenance of ARIZONA'S rights in PROGRAM and to take appropriate action by instruction or agreement with its and LICENSEE'S employees who are permitted access to PROGRAM in order to satisfy LICENSEE'S obligations under this Agreement.

## III. TITLE AND OWNERSHIP

No ownership rights of ARIZONA in the PROGRAM are conferred upon LICENSEE by this Agreement.

## IV. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- A. PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY THAT THE PROGRAM DOES NOT INFRINGE ANY THIRD PARTY RIGHTS. ARIZONA DOES NOT WARRANT THAT THE DATA AND FUNCTIONS CONTAINED IN PROGRAM ARE COMPLETE, ACCURATE OR ERROR-FREE; THAT THEY WILL MEET LICENSEE'S REQUIREMENTS; OR THAT OPERATION WILL BE UNINTERRUPTED OR ERROR FREE.
- B. ARIZONA SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY CLAIM ON ACCOUNT

OF OR ARISING FROM THIS AGREEMENT OR USE OF THE PROGRAM, EVEN IF ARIZONA HAS BEEN OR IS HEREAFTER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states do not allow certain exclusions or limitations on implied warranties or of liability for consequential or incidental damages, the above exclusions may not apply to LICENSEE. In no event, however, will ARIZONA be liable to LICENSEE, under any theory of recovery, in an amount in excess of the license fee paid by LICENSEE under this Agreement.

- C. LICENSEE agrees that ARIZONA has no obligation to provide to LICENSEE any maintenance, support, or update services. Should ARIZONA provide access to and use of any revised versions of PROGRAM, LICENSEE agrees that this Agreement shall apply to such revised versions.
- D. Without limiting in any way any of ARIZONA'S disclaimers of warranty and limitations of liability, LICENSEE covenants that it will carefully review any documentation or instructional material provided by ARIZONA and acknowledges that it is aware that PROGRAM is intended for research use only.
- E. For clarity, LICENSEE acknowledges THAT ARIZONA SHALL NOT BE LIABLE FOR ANY LOSS OF DATA CONTAINED OR ENTERED IN THE PROGRAM OR ANY DAMAGES OR COSTS ASSOCIATED WITH THAT LOSS.

#### V. TERM AND TERMINATION

- A. If LICENSEE at any time fails to abide by the terms of this Agreement, ARIZONA shall have the right to immediately terminate the license granted herein, require the return or destruction of all copies of the PROGRAM from LICENSEE and certification in writing as to such return or destruction, and pursue any other legal or equitable remedies available.

#### VI. MISCELLANEOUS

- A. The parties agree that if a dispute arises between them concerning this Agreement, the Parties may be required to submit the matter to arbitration pursuant to Arizona law.
- B. This Agreement shall be interpreted pursuant to the laws of the State of Arizona. Any arbitration or litigation between the Parties shall be conducted in Pima County, Arizona, and LICENSEE hereby submits to venue and jurisdiction in Pima County, Arizona.
- C. The Parties agree to be bound by state and federal laws and regulations governing equal opportunity and non-discrimination and immigration.
- D. The Parties recognize that performance by ARIZONA may depend upon appropriation of funds by the State Legislature of ARIZONA. If the Legislature fails to appropriate the necessary funds, or if ARIZONA'S appropriation is reduced during the fiscal year, ARIZONA may cancel this Agreement without further duty or obligation. ARIZONA will notify LICENSEE as soon as reasonably possible after it knows of the loss of funds.
- E. This Agreement is subject to the provisions of A.R.S. 38-511 and other conflict of interest regulations. Within three years of the date of access or download, ARIZONA may cancel this Agreement if any person significantly involved in initiating, negotiating,

drafting, securing, or creating this Agreement for or on behalf of ARIZONA becomes an employee or consultant in any capacity of LICENSEE with respect to the subject matter of this Agreement.

- F. LICENSEE acknowledges that the PROGRAM is of United States origin. Licensee agrees to comply with all applicable international and national laws that apply to the PROGRAM, including the United States Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the United States.
- G. LICENSEE will not use any names, services marks, tradenames, logos, or other identifying names or marks of ARIZONA without the express prior written consent of ARIZONA in each instance.
- H. If LICENSEE desires to use the PROGRAM or related data or results for profit-making or commercial purposes, LICENSEE agrees to request such separate license from ARIZONA prior to such profit-making or commercial use. ARIZONA shall have no obligation to grant such license to LICENSEE, and may grant exclusive or non-exclusive licenses to others. LICENSEE may contact the following by email to discuss commercial use: [Patents@tla.arizona.edu](mailto:Patents@tla.arizona.edu)