

## **NONEXCLUSIVE, NON-TRANSFERABLE SOFTWARE LICENSE AGREEMENT**

This software license agreement (“Agreement”) is effective as of the date (“Effective Date”) on which you download the Software specified below. The Agreement is between your organization (hereinafter called “Licensee”) and the California Institute of Technology, a not-for-profit California corporation, located at 1200 E. California Blvd., Pasadena, California 91125 (“Caltech”). All rights not specifically granted in this Agreement are reserved to Caltech, Stanford, and CVX Research. Caltech shall provide Licensee with source code for TFOCS (“Software”), which is protected under copyright laws and applicable international intellectual property treaties. By downloading the Software, Licensee agrees to the terms of the Agreement. If Licensee is not willing to agree to the terms of the Agreement, Licensee may not download the Software, and should contact Caltech’s Office of Technology Transfer to request a license on different terms. Software is available to Licensee on the following terms:

1. Licensee represents and warrants that Licensee is (a) an academic institution, such as a university, (b) a not-for-profit organization, or (c) the United States Government.
2. Caltech hereby grants to Licensee a nonexclusive, non-transferable, license, without the right to sublicense, to use the Software for non-commercial academic research purposes, to use the Software for non-commercial efforts of a not-for-profit organization, or to use the Software for the purposes of the United States Government only. The Software may be reproduced and installed only on computers owned by Licensee or Licensee’s Students and may only be used by Licensee, Licensee’s employees or Licensee’s students. Licensee agrees not to distribute the Software to any person external to the Licensee without the prior written permission of Caltech. Licensee may create Derivative Works of the Software (as defined in 17 U.S.C.), but may not distribute the Derivative Works to any person external to Licensee without the prior written permission of Caltech.
3. The Software is experimental in nature and is being licensed “as is”. The license agreement does not include any technical or other type of support.
4. None of the Software provided or output from the Software provided may be used in commercial products or services directly or indirectly unless a license agreement granting the right to use the Software or output in commercial products or services is executed between Caltech and Licensee. Licensee agrees that it will not license, distribute, or sell the Software or any software, information or data that incorporate any part of the Software, including Derivative Works thereof (as defined in the U.S. copyright statutes, 17 USC § 101), to any other parties without having executed such an agreement with Caltech.
5. Licensee agrees that any person within the Licensee utilizing the Software will be advised of, and is subject to, the conditions in the Agreement.
6. THE SOFTWARE AND/OR RELATED MATERIALS ARE PROVIDED “AS-IS” WITHOUT WARRANTY OF ANY KIND INCLUDING ANY WARRANTIES OF PERFORMANCE OR NONINFRINGEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE (AS SET FORTH IN UCC 2312-2313) OR FOR ANY PURPOSE WHATSOEVER, FOR THE LICENSED PRODUCT, HOWEVER USED.

IN NO EVENT SHALL CALTECH, STANFORD, OR CVX RESEARCH BE LIABLE FOR ANY DAMAGES AND/OR COSTS, INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY

TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER CALTECH/JPL SHALL BE ADVISED, HAVE REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

LICENSEE BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE SOFTWARE AND/OR RELATED MATERIALS, AND AGREES TO INDEMNIFY CALTECH, STANFORD, AND CVX RESEARCH FOR ALL THIRD-PARTY CLAIMS RESULTING FROM THE ACTIONS OF LICENSEE IN THE USE OF THE SOFTWARE.

7. All right, title, and interest in and to the Software shall remain in Caltech, Stanford University, and CVX Research. All right, title, and interest in and to all data, information, and inventions that result from use of the Software by the Licensee shall vest in and belong to the Licensee, with the exception of Derivative Works, which shall be owned according to U.S. copyright law.

8. Licensee agrees that any publications that Licensee writes about topics involving the use of the Software will use accepted academic citations practices to provide explicit acknowledgement of both the Software and its authors: Stephen Becker, Emmanuel Candes, and Michael Grant.

9. The Agreement covers the use described in paragraph 1 above. All other uses of the Software by the Licensee must be approved in writing in advance by Caltech.

10. This Agreement shall be governed by the laws of the State of California, and any action brought hereunder shall be within the State of California.

11. The grant of this license is subject to the requirements necessary to comply with all applicable U.S. export laws (including, but not limited to, 22 CFR §120-130 and 15 CFR §730-774). If Caltech determines that providing the Software to Licensee would violate said export laws, this Agreement shall be void. Licensee agrees to comply with all applicable U.S. export control laws and regulations. To the extent that the Software is subject to U.S. export control laws and regulations, the Licensee has the responsibility to obtain export licenses or other export authority as may be required before exporting such information to foreign countries or providing access to foreign persons.

12. This Agreement constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements, whether oral or written, between the parties relating hereto. No waiver of or change in any of the terms hereof subsequent to the execution hereof claimed to have been made by any representative of either party shall have any force or effect unless in writing, signed by duly authorized representatives of the parties.