Academic License of MSP-IMPROV Database

The Multimodal Signal Processing Laboratory (hereinafter referred to as “MSP”) at the University of Texas at Dallas (hereinafter referred to as “LICENSOR”) agree to provide to _______________ [insert lab name here], _______________ [insert location here] (hereinafter referred to as “LICENSEE”), a non-exclusive, non-transferable, first-party academic license, of the following software/data:

**Database/Software:** MSP-IMPROV Database, hereinafter referred to as the “LICENSED SOFTWARE/DATA”.

All rights remain with the LICENSOR, MSP Laboratory at the University of Texas at Dallas, who extend the license subject to the following terms and conditions:

1. LICENSEE agrees and understands that said LICENSED SOFTWARE/DATA is for internal research purposes only.

2. LICENSEE agrees not to pass said LICENSED SOFTWARE/DATA or derivatives thereof on to others without permission of the LICENSOR. LICENSEE will further make every effort to ensure that any member of his laboratory or any other person in his laboratory who is permitted access to said LICENSED SOFTWARE/DATA will also read, sign and abide by the conditions set forth in this agreement.

3. LICENSEE will not use or exploit said LICENSED SOFTWARE/DATA or derivatives thereof for any commercial purposes.

4. LICENSEE agrees to share results, bugs, uncovered deficiencies based on LICENSED SOFTWARE/DATA with the LICENSOR. LICENSEE further agrees to share direct improvements or enhancements to said LICENSED SOFTWARE/DATA with LICENSOR free of charge.

5. LICENSEE will reference LICENSED SOFTWARE/DATA appropriately, listing the LICENSED SOFTWARE/DATA and LICENSOR, in any publications involving said LICENSED SOFTWARE/DATA and whenever used, shown or referenced in public. The following reference should be cited.


6. Any data, software, information, materials or services are furnished by LICENSOR on an “as is” basis. LICENSOR does not promise nor is required to provide maintenance, installation, help or guidance.
8. WARRANTIES: LICENSOR MAKES NO WARRANTIES OR ANY KIND, EITHER EXPRESSED OR IMPLIED AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, WARRANTY OF FITNESS FOR PURPOSE, OR MERCHANTABILITY, EXCLUSIVITY OR RESULTS OBTAINED FROM USE OF LICENSED SOFTWARE/DATA, NOR SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFITS OR INABILITY TO USE LICENSED SOFTWARE/DATA OR ANY APPLICATIONS AND DERIVATIONS THEREOF. LICENSOR DOES NOT MAKE ANY WARRANTY OF ANY KIND WITH RESPECT TO FREEDOM FROM PATENT, TRADEMARK, OR COPYRIGHT INFRINGEMENT, AND DOES NOT ASSUME ANY LIABILITY HEREUNDER FOR ANY INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT ARISING FROM THE USE OF LICENSED SOFTWARE/DATA. LICENSEE AGREES THAT IT WILL NOT MAKE ANY WARRANTY ON BEHALF OF LICENSOR, EXPRESSED OR IMPLIED, TO ANY PERSON CONCERNING THE APPLICATION OF OR THE RESULTS TO BE OBTAINED WITH THE SOFTWARE/DATA UNDER THIS AGREEMENT.

9. Indemnification: LICENSEE agrees to defend, indemnify and hold harmless LICENSOR, its trustees, officers, employees, attorneys and agents from all claims or demands made against them (and any related losses, expenses or costs) arising out of or relating to LICENSEE’S and/or its SUBLICENSEES’ use of, disposition of, or conduct regarding the LICENSED SOFTWARE/DATA including but not limited to, any claims of product liability, personal injury, including, but not limited to, death, damage to property or violation of any laws or regulations including, but not limited to claims of active or passive negligence.

10. LICENSEE agrees to do all things necessary to comply with the Regulations of the United States Department of Commerce relating to the Export of Technical Data, insofar as they relate to the LICENSED SOFTWARE/DATA, and to obtain the required government documents and approvals prior to the export of any technical data disclosed or the direct product related thereto.

11. As regards this Agreement, the LICENSEE agrees to be bound by the laws of the State of Texas. Any dispute or claim arising out of or relating to this Agreement will be settled by arbitration in Richardson, Texas in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

As a concurrence with terms and conditions set forth above, please have an official of your company sign and date the enclosed copies of the letter. Return one copy to the undersigned and keep the other for your records.
Carlos Busso
Director of the Multimodal Signal Processing Laboratory
The University of Texas at Dallas
Erik Jonsson School of Engineering and Computer Science
Electrical Engineering Department, Room ECSN 4.216
800 West Campbell Road, EC33
Richardson, TX 75080-3021
PHONE: (972) 883-4351, FAX: (972) 883-2710
www.utdallas.edu/~busso
msp.utdallas.edu/

Recipient Organization
Signer represents and warrants to UT Dallas that s/he has authority to bind the LICENSEE to this agreement.

Name of people who will use the LICENSED SOFTWARE/DATA:

<table>
<thead>
<tr>
<th>Full Names</th>
<th>Signature</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>