

**FEFF PROGRAMS
NON-CORPORATE USER SOFTWARE LICENSE AGREEMENT**

University of Washington
Seattle, Washington

This Non-Corporate User Software License Agreement (“Agreement”) is dated and effective as of the date of last signature (the “Effective Date”) between the University of Washington on behalf of its FEFF Project from the Department of Physics, acting through its Center for Commercialization (“UW”) and _____ having administrative offices at _____ (“End -user”) (individually “Party” or collectively “Parties”).

Background

The computer software programs known as FEFF together with associated components and documentation (hereinafter “FEFF Software”) were developed at UW in part with a grant from the Department of Energy, and under the provisions of 10 C.F.R. 605 the United States Government has certain royalty-free copyrights to reproduce, distribute and use FEFF software. UW is permitted under these provisions to recover costs incurred in distributing FEFF Software.

1. LICENSE:

1.1. UW hereby grants, and End-user hereby accepts, a non-exclusive, nontransferable, and license for in-house use for research by academic and government laboratory scientists of FEFF Software, as described in Attachment A (the “System”), to endure for the length of UW’s longest-lasting copyright in the System.

1.2. UW may inform End-user of major new releases of the System (anticipated to be about 1 release every 2 years). Such releases will be available to End-user at 50% of the new license fee, provided this Agreement has not yet been terminated.

2. LICENSE FEE:

2.1. The System is provided at a nominal fee only, as described on the FEFF Website.

2.2. Upon signing of this Agreement by both Parties and payment of fees as per Attachment A by End-user, UW agrees to deliver to End-user an executable copy (object code only copy) of the System.

3. USE RESTRICTIONS:

3.1. End-user shall not use the System as the basis of a commercial product and shall not rewrite or otherwise adapt the System to circumvent the need for obtaining additional license rights. Components of the System subject to other license agreements are excluded from this restriction.

3.2. Modification of the System is permitted in order to facilitate its performance by the End-user. Use of the System for any purpose other than that specified in this Agreement requires prior approval in writing from UW.

3.3. The license granted hereunder and the System may not be assigned, sublicensed, or otherwise transferred by the End-user.

3.4. End-user shall take reasonable precautions to ensure that neither the System nor its components are copied, or transferred outside of his/her current academic or government affiliated laboratory or disclosed to parties other than the End-user.

3.5. In no event shall End-user install or provide this System on any computer system on which End-user purchases or sells computer-related services.

3.6. Nothing in this agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise any trademark or names of the System or UW. In published accounts of the use or application of FEFF the System should be referred to by this name, with an appropriate literature reference. These citations may be updated by UW through written notification and shall be immediately incorporated thereafter by End-user as required by this paragraph 3.6:

FEFF 8: f) A.L. Ankudinov, B. Ravel, J.J. Rehr, and S.D. Conradson, *Phys. Rev. B*, 7565 (1998)

FEFF 7: e) A. L. Ankudinov and J. J. Rehr, *Phys. Rev. B*56, R1712 (1997).

FEFF 6: d) S.I. Zabinsky, J.J. Rehr, A. Ankudinov, R.C. Albers and M.J. Eller, *Phys. Rev. B*, 52, 2995(1995)

4. LIMITATION OF LIABILITY:

4.1. UW MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO THE CONDITION OF THE SYSTEM AND END-USER AGREES TO ACCEPT THE SYSTEM 'AS IS'. UW EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.2. UW IS NOT OBLIGATED TO PROVIDE MAINTENANCE, IMPROVEMENTS, DEBUGGING, OR SUPPORT OF ANY KIND FOR THE SYSTEM.

4.3. UW SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY END-USER OR ANY OTHER PARTIES FROM THE USE OF THE SYSTEM, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

4.4. End-user agrees to indemnify, defend, and hold harmless UW for liability resulting from the use of the System by End-user.

5. TITLE:

5.1. Patent, copyright and trademark rights to the System are retained by UW. End-user shall take all reasonable precautions to preserve these rights.

5.2. UW reserves the right to license or grant any other rights to the System to other persons or entities.

6. TERMINATION:

6.1. End-user may terminate this agreement at any time for any reason by providing UW notice.

6.2. If UW believes End-user has violated any of the terms of this Agreement, UW will inform End-user in writing of the possible violation and End-user will have thirty (30) days from the date of such notification to provide explanation or remedy satisfactory to UW. End-user agrees that if satisfactory explanation or

remedy is not provided, UW may immediately terminate this agreement.

6.3. Upon termination of this agreement, End-user shall return or destroy all copies of the System within 30 days and confirm such destruction in writing.

7. CHOICE OF LAW AND INTEGRATION:

7.1. This Agreement shall be governed by the laws of the State of Washington, and any cause of action will be brought in the appropriate court within King County, Washington. End-user hereby waives any right to object to jurisdiction by such courts in King County, Washington.

7.2. This Agreement contains the entire agreement between UW and End-user, and supersedes all prior written or oral representations with respect to the System.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the dates given below:

END-USER INSTITUTION

By: _____

Name: _____

Title: _____

Date: _____

Laboratory Affiliation and Address

Name: _____

Address: _____

Phone: _____

e-mail: _____

Fax: _____

Attachment A

FEFF Software (the System)

FEFF Software is an automated program for *ab initio* multiple scattering calculations of X-ray Absorption Fine Structure (XAFS), X-ray Absorption Near-Edge Structure (XANES) and various other spectra for clusters of atoms. The code yields scattering amplitudes and phases used in many modern XAFS analysis codes, as well as various other properties.

System Requirements

FEFF Software has been designed for portability and should run without modification on most machines. Target machine(s) should have an ANSI standard FORTRAN77 compiler that supports COMPLEX*16 arithmetic. However, executable versions are also available for n86PCs and 030/040 or Power Macintosh machines.

Payments and Fees

End-user shall make all payments of fees as specified in the order form available on the FEFF Website.