Instructions for Licensing the Demon Voltammetry and Analysis Software

1) Print out and complete two originals of this End-User License Agreement.
- Effective Date
- Institution Name
- Institution Address
- Principal Investigator's Name
- Street Address where the Demon Voltammetry and Analysis Software will be used
- Contact email address

2) Have the End-User License Agreements signed by an authorized representative of your Institution.

3) Either:

3A) Mail both completed End-User License Agreements to:

Office of Technology Asset Management
Wake Forest University Health Sciences
391 Technology Way, Suite 199
Winston-Salem, NC 27101

OR

3B) Provide one electronic version to OTC@wakehealth.edu

4) Once received, we will provide one fully executed version of the Demon Voltammetry and Analysis Software to the Principal Investigator at the contact information provided.

Feel free to contact our office with any questions or concerns related to the licensing of the Demon Voltammetry and Analysis Software.

Office of Technology Asset Management
Wake Forest University Health Sciences
391 Technology Way, Suite 199
Winston-Salem, NC 27101
P: 336-716-3729
F: 336-777-3259

BY USING THE DEMON VOLTAMMETRY AND ANALYSIS SOFTWARE, INSTITUTION AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF INSTITUTION DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INSTITUTION IS NOT AUTHORIZED TO USE THE DEMON VOLTAMMETRY AND ANALYSIS SOFTWARE.

End-User License Agreement

This END-USER LICENSE AGREEMENT ("Agreement") for the Demon Voltammetry and Analysis Software in executable format (together with any accompanying documentation, the "Demon Voltammetry and Analysis Software"), is effective as of this _____ day of _____, 201_ between Wake Forest University Health Sciences, an educational institution organized as a nonprofit corporation under the laws of the state of North Carolina, having a place of business at 391 Technology Way, Suite 199, Winston-Salem, NC 27101 ("WFUHS"), and _____ with a place of business at _____("Institution").

1. OWNERSHIP AND BACKGROUND. The Demon Voltammetry and Analysis Software was created at WFUHS, and it is an experimental, research product. The Demon Voltammetry and Analysis Software is a proprietary software package that is designed to record and analyze voltammetric signals of release and uptake parameters for neurotransmitters in both *in vivo* and *in vitro* applications. WFUHS owns all right, title and interest in the Demon Voltammetry and Analysis Software, but does not own certain tools which may be necessary for supporting the Demon Voltammetry and Analysis Software. WFUHS is willing to non-exclusively license the use of the Demon Voltammetry and Analysis Software to non-profit and educational institution end-users for their internal research purposes upon the terms and conditions of this Agreement. Institution has no rights to the Demon Voltammetry and Analysis Software other than as expressly stated in this Agreement. The Demon Voltammetry and Analysis Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

2. GRANT. Subject to the terms and conditions of this Agreement, WFUHS hereby grants Institution a royalty-free, non-exclusive, non-transferable license to make copies and modify the Demon Voltammetry and Analysis Software solely for Institution's internal research use. As a condition of this Agreement, Institution shall not: a) reverse compile, reverse engineer or reverse assemble all or any portion of the Demon Voltammetry and Analysis Software; b) distribute, disclose, market, rent, lease or transfer the Demon Voltammetry and Analysis Software to third parties; c) perform or release benchmarks or other comparisons of the Demon Voltammetry and Analysis Software without WFUHS' prior written consent; d) assign or sublicense the Demon Voltammetry and Analysis Software; or e) use the Demon Voltammetry and Analysis Software for production purposes. No source code is provided under this Agreement.

If Institution wishes to obtain the Demon Voltammetry and Analysis Software for any commercial purposes, Institution will need to execute a separate licensing agreement with WFUHS and pay a fee. This includes, but is not limited to, using the Demon Voltammetry and Analysis Software to provide services to outside parties for a fee. In that case please contact:

Office of Technology Asset Management
Wake Forest University Health Sciences
391 Technology Way, Suite 199
Winston-Salem, NC 27101
(336) 716-3729

3. ADDITIONAL TERMS AND CONDITIONS.

Use: Institution, under the supervision of the "Principal Investigator" (as defined below), is limited to using the Demon Voltammetry and Analysis Software at the "Location" (as defined below). No rights are granted to use or otherwise provide access to the Demon Voltammetry and Analysis Software outside of the Location.

Principal Investigator:

_____

Location:

_____

_____

Contact Email Address:

_____

Feedback: Institution agrees to provide WFUHS with feedback on the use and any modification of the Demon Voltammetry and Analysis Software, and further agrees that WFUHS is permitted to use any information Institution provides in making changes to the Demon Voltammetry and Analysis Software. All bug reports, technical questions, or modifications to the Demon Voltammetry and Analysis Software shall be sent to jyorgaso@wfubmc.edu or Rodrigo.Espana@DrexelMed.edu.

Credit: Institution agrees to cite the following in any research publication using the Demon Voltammetry and Analysis Software: Yorgason, J.T., España, R.A. Jones S.R. (2011) Demon voltammetry and analysis software: Analysis of cocaine-induced alterations in dopamine signaling using multiple kinetic measures. Journal of Neuroscience Methods, *doi:10.1016/j.jneumeth.2011.03.001*.

Modifications: Institution acknowledges that WFUHS, its affiliates, and its licensees may develop modifications to the Demon Voltammetry and Analysis Software that may be substantially similar to Institution's modifications of the Demon Voltammetry and Analysis Software, and that WFUHS, its affiliates, and its licensees shall not be constrained in any way by Institution in WFUHS', its affiliates' or its licensees' use or management of such modifications. Institution acknowledges the right of WFUHS and its affiliates to prepare and publish modifications to the Demon Voltammetry and Analysis Software that may be substantially similar or functionally equivalent to Institution's modifications and improvements, and if Institution obtains patent protection for any modification or improvement to the Demon Voltammetry and Analysis Software Institution agrees not to allege or enjoin infringement of Institution's patent by WFUHS, its affiliates or by any of WFUHS' licensees obtaining modifications or improvements to the Demon Voltammetry and Analysis Software from WFUHS. Institution hereby agrees that WFUHS may provide a copy of this executed EULA to any institutions that have provided modifications to the Demon Voltammetry and Analysis Software, which modifications were subsequently provided to Institution.

Notices and Markings: Institution must maintain all copyright notices and other proprietary markings, including trademark notices, on all copies of the Demon Voltammetry and Analysis Software.

Distribution or Transfer: Institution may not rent, lease, license, sublicense, sell, assign, convey or otherwise transfer any right under this Agreement to any third party without the express written permission of WFUHS.

Termination: Without prejudice to any other rights, WFUHS may terminate this Agreement immediately if Institution fails to comply with the terms and conditions of this Agreement. In such event, Institution must destroy all copies of the Demon Voltammetry and Analysis Software and certify to WFUHS in writing that such destruction has been carried out.

4. COPYRIGHT. Title and copyright in and to the Demon Voltammetry and Analysis Software are owned by WFUHS.

5. NO WARRANTIES. THE DEMON VOLTAMMETRY AND ANALYSIS SOFTWARE IS AN EXPERIMENTAL RESEARCH PRODUCT. WFUHS EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE DEMON VOLTAMMETRY AND ANALYSIS SOFTWARE. THE DEMON VOLTAMMETRY AND ANALYSIS SOFTWARE, ANY RELATED DOCUMENTATION, AND RELATED MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WFUHS MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE DEMON VOLTAMMETRY AND ANALYSIS SOFTWARE, AND SHALL HAVE NO LIABILITY BASED ON CLAIMS OF ERRORS. THE ENTIRE RISK, ARISING OUT OF THE USE OR PERFORMANCE OF THE DEMON VOLTAMMETRY AND ANALYSIS SOFTWARE, REMAINS WITH INSTITUTION. TO THE EXTENT THE DEMON VOLTAMMETRY ANALYSIS AND SOFTWARE INCLUDES MODIFICATIONS CREATED BY OTHER INSTITUTIONS, THE PARTIES TO THIS AGREEMENT EXPRESSLY ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION OF THIS AGREEMENT SHALL APPLY TO THOSE OTHER INSTITUTIONS AS TO THE MODIFICATIONS IN THE SAME MANNER SUCH LIMITATIONS APPLY TO WFUHS AS TO THE DEMON VOLTAMMETRY ANALYSIS AND SOFTWARE (INCLUDING THE MODIFICATIONS).

6. LIMITATIONS ON DAMAGES. In no event shall WFUHS be liable for any damages whatsoever (including, without limitation, damages for loss of life or other pecuniary loss) arising out of the use of or inability to use the Demon Voltammetry and Analysis Software, even if WFUHS has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. IN NO EVENT SHALL THE TOTAL LIABILITY OF WFUHS, ITS DIRECTORS, OFFICERS, TRUSTEES, PERSONNEL, AGENTS, EMPLOYEES, STUDENTS, SUCCESSORS AND ASSIGNS OF WAKE FOREST UNIVERSITY HEALTH SCIENCES UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE DEMON VOLTAMMETRY AND ANALYSIS SOFTWARE, FOR ANY REASON, EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY INSTITUTION TO WFUHS FOR THE USE OF THE DEMON VOLTAMMETRY AND ANALYSIS SOFTWARE. TO THE EXTENT THE DEMON VOLTAMMETRY ANALYSIS AND SOFTWARE INCLUDES MODIFICATIONS CREATED BY OTHER INSTITUTIONS, THE PARTIES TO THIS AGREEMENT EXPRESSLY ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION OF THIS AGREEMENT SHALL APPLY TO THOSE OTHER INSTITUTIONS AS TO THE MODIFICATIONS IN THE SAME MANNER SUCH LIMITATIONS APPLY TO WFUHS AS TO THE DEMON VOLTAMMETRY ANALYSIS AND SOFTWARE (INCLUDING THE MODIFICATIONS).

7. MISCELLANEOUS. WFUHS is based in and directs its operations from the State of North Carolina, United States of America. This Agreement is governed by the laws of the State of North Carolina, without reference to conflict of laws provisions. All legal proceedings relating to the Demon Voltammetry and Analysis Software or the formation or interpretation of this Agreement shall be brought only in the state or federal courts located in Winston Salem, North Carolina, and Institution hereby expressly submits to the jurisdiction of such courts and consent to extra-territorial service of process.

8. NO SUPPORT. No support is provided for the Demon Voltammetry and Analysis Software.

9. AUTHORIZED REPRESENTATIVE. By signing below, you certify that you are an authorized representative for Institution and have full right and authority to enter into this Agreement on behalf of Institution.

Institution: _____

Signature: _____

Name: _____

Title: _____

Date: _____

WAKE FOREST UNIVERSITY HEALTH SCIENCES

By: _____
Name: Michael A. Batalia, Ph.D.
Title: Director, Office of Technology Asset Management

Date: _____