

EDUCATIONAL USE LICENSE AGREEMENT

This License Agreement ("AGREEMENT") is entered into by and between the Board of Regents of the University of Oklahoma, a constitutional state entity of the State of Oklahoma, by and through the Office of Technology Development located at 201 David L. Boren Boulevard, Suite 120, Norman, Oklahoma, 73019 ("UNIVERSITY"), and the University of Puerto Rico at Mayagüez ("LICENSEE"), CALL BOX 9000, Mayaguez PR 00681 effective on the date on which the last party hereto signs this AGREEMENT ("EFFECTIVE DATE"). UNIVERSITY and LICENSEE may be referred to herein in the singular as a "Party" and collectively as the "Parties."

WHEREAS, UNIVERSITY is the owner of the entire right, title, and interest, except as specifically provided below, in the technology and/or inventions described the disclosures set forth in Exhibit A ("TECHNOLOGY"), a copy of Exhibit A is attached hereto and is incorporated in its entirety herein by reference; and

WHEREAS, LICENSEE desires to obtain a non-exclusive, royalty free, research mode license to utilize the TECHNOLOGY solely for internal, non-commercial research purposes and the UNIVERSITY desires to grant such a license to LICENSEE solely for use at LICENSEE's facilities.

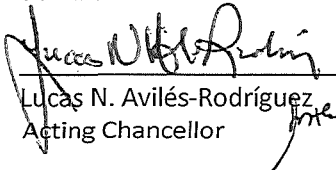
NOW THEREFORE, the Parties agree as follows:

1. UNIVERSITY hereby grants to LICENSEE a non-transferable, non-exclusive, royalty-free, research mode license to use TECHNOLOGY solely for internal, non-commercial research purposes at LICENSEE's facilities. This license shall be in effect as of the EFFECTIVE DATE of this Agreement and shall last for a period of three (3) years thereafter ("Term"), at which time this license shall automatically expire, unless terminated earlier pursuant to the provisions set forth in this AGREEMENT.
2. LICENSEE agrees to receive TECHNOLOGY in good faith and shall not decompile, reverse engineer, copy, or in any way duplicate TECHNOLOGY.
3. LICENSEE shall have no rights in TECHNOLOGY other than as provided in this AGREEMENT.
4. LICENSEE agrees that nothing herein shall be deemed to grant to LICENSEE any rights under any UNIVERSITY patents or any rights to use the TECHNOLOGY for any products or processes for research, profit-making, or commercial purposes.
5. The UNIVERSITY agrees to provide authorization files to LICENSEE within thirty (30) business days of the EFFECTIVE DATE.
6. LICENSEE agrees to indemnify and hold harmless UNIVERSITY, its Regents, Officers, Directors, employees, students, agents, and representatives from any action, claim, or liability, including, without limitation, liability for death, personal injury, or property damages arising directly or indirectly from LICENSEE's possession or use of TECHNOLOGY provided by UNIVERSITY under this AGREEMENT.
7. This AGREEMENT does not obligate UNIVERSITY to provide any services whatsoever to LICENSEE other than stated in provisions of this AGREEMENT.
8. LICENSEE agrees that TECHNOLOGY and/or related products shall not be commercialized or researched in any manner. LICENSEE further agrees LICENSEE shall not redistribute or transfer the TECHNOLOGY in any manner.

9. TECHNOLOGY 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 TECHNOLOGY does not infringe any third party rights. UNIVERSITY does not guarantee that the data and functions contained in the TECHNOLOGY are complete, accurate, or error-free. UNIVERSITY does not guarantee that the data and functions in TECHNOLOGY will meet LICENSEE'S requirements or that the operation will be uninterrupted or error free. Should the TECHNOLOGY prove defective, UNIVERISTY shall not be liable for the cost of any necessary servicing, repair, or correction.
10. This AGREEMENT may be terminated (i) by either Party upon giving the non-terminating party at least thirty (30) days' prior written notice (ii) at any time if termination is mutually agreed upon by the Parties in writing, or (iii) immediately without right of cure if LICENSEE commits any material breach of any of the terms or conditions of this AGREEMENT. Should this AGREEMENT be terminated for any reason, LICENSEE shall within ten (10) day after such termination return all TECHNOLOGY, including all copies, to UNIVERSITY.
11. If any provision(s) of this AGREEMENT shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
12. This AGREEMENT may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.
13. LICENSEE hereby agrees to comply with all applicable international, federal, and state laws and regulations. LICENSEE shall indemnify, defend, and hold harmless UNIVERSITY, its Regents, officers, directors, employees, students, agents, and representatives from any liability and against any claims, demands, suits, or causes of action arising out of the exercise of any of the rights granted by this AGREEMENT. UNIVERSITY shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with this AGREEMENT, regardless of whether the UNIVERSITY knows or should know of the possibility of such damages.
14. Should any disputes arise between the Parties, the dispute shall be governed by the laws of the State of Oklahoma, without giving force or effect to its choice of law provisions. Further, any dispute shall be brought in a court of competent jurisdiction in the State of Oklahoma to which jurisdiction and venue the Parties expressly agree.

AGREED to on the dates set forth below.

UNIVERSITY OF PUERTO RICO
at MAYAGÜEZ



Lucas N. Avilés-Rodríguez
Acting Chancellor

BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA

James H. Bratton
Assistant Vice President, Economic Development
Executive Director, Office of Technology Development

Date: March 31, 2014

Date: _____

Exhibit A

“TECHNOLOGY”

OU Disclosure No. 04NOR047C entitled “The Warning Decision Support System – Integrated Information (WDSS-II) Display” authored by Thomas Vaughan, Robert Toomey, V. Lakshmanan, Kurt Hondl, Jeff Brogden, Charles Kerr, Lulin Song, Travis Smith, Gregory Stumpf, and Kevin Scharfenberg; and

OU Disclosure No. 04NOR048C entitled “The Warning Decision Support System – Integrated Information (WDSS-II) Infrastructure (b)”, which provides the tools to ingest data from a variety of weather sensors, authored by Kurt Hondl, V. Lakshmanan, Travis Smith, and Gregory Stumpf; and

OU Disclosure No. 05NOR007C entitled “The Warning Decision Support System – Integrated Information (WDSS-II) Multi-Radar Algorithms” authored by Kurt Hondl, V. Lakshmanan, Travis Smith, Gregory Stumpf, Jian Zhang, and Robert Rabin; and

OU Disclosure No. 05NOR008C entitled “The Warning Decision Support System – Integrated Information (WDSS-II) Single-Radar Algorithms” authored by Kurt Hondl, V. Lakshmanan, Travis Smith, Gregory Stumpf, and Kim Elmore; and

OU Disclosure No. 05NOR009C entitled “The Warning Decision Support System – Integrated Information (WDSS-II) Multi-Sensor Inputs to Algorithms” authored by Kurt Hondl, V. Lakshmanan, Travis Smith, and Gregory Stumpf.