Limited Copyright Release Click-Through Agreement for Patented Software

BY CLICKING ON THE "I AGREE" BUTTON AT THE END OF THIS AGREEMENT, YOU ARE CONSENTING TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF THE "I AGREE" BUTTON IS NOT PRESENT OR OTHERWISE DISABLED, INSTALLING AND USING THE SOFTWARE ACCOMPANYING THIS LICENSE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK THE "I DISAGREE" BUTTON, OR OTHERWISE DISCONTINUE THE INSTALLATION PROCESS TO CEASE USE.

This Agreement, effective as of August 21, 2011 is between the Massachusetts Institute of Technology ("MIT"), a non-profit institution of higher education, and you ("YOU").

WHEREAS, M.I.T. has created and developed certain technology and software pertaining to M.I.T. Case No. 14975, "Biased Filtered Point Sampling -- An Efficient Sampling Algorithm with Implicit Shape Representations [Software]", by Jason Chang and John William Fisher ("PROGRAM"); and

WHEREAS, M.I.T. is a owner of certain right, title and interest to a patent and or patent application pertaining to the software and to associated M.I.T. Case No. 14974, "Biased Filtered Point Sampling -- An Efficient Sampling Algorithm with Implicit Shape Representations", by Jason Chang and John William Fisher," ("PATENTED INVENTION"); and

WHEREAS, M.I.T. desires to aid the academic and non-commercial research community and raise awareness of the PATENTED INVENTION and thereby agrees to grant a limited copyright license to the PROGRAM for research and non-commercial purposes only, with M.I.T. retaining all ownership rights in the PATENTED INVENTION and the PROGRAM; and

WHEREAS, M.I.T. agrees to make the downloadable software and documentation, if any, available to YOU without charge for non-commercial research purposes, subject to the following terms and conditions.

THEREFORE:

1. <u>Grant</u>. Subject to the terms of this Agreement, M.I.T. hereby grants YOU a royalty-free, non-transferable, non-exclusive license in the United States for the 20 year period ("Term") under the copyrights to use, reproduce, display, perform and modify the PROGRAM solely for non-commercial research and/or academic purposes.

2. <u>Non-Assert</u>. MIT hereby agrees that it will not assert its rights in the PATENTED INVENTION against YOU provided that YOU comply with the terms of this agreement.

3. <u>Additional Rights</u>. In order to obtain any further license rights, including the right to use the PROGRAM or PATENTED INVENTION for any commercial purposes, YOU must enter into a subsequent and appropriately suitable license agreement with M.I.T.

4. <u>Restrictions</u>. YOU agree that the Program shall not be used as the basis of a commercial software or hardware product and that the same shall not be reverse engineered, rewritten in another computer language, or otherwise abstracted or adapted to circumvent the need for obtaining a license from M.I.T. for use of the Program other than as specified by this Agreement.

5. <u>Disclaimer</u>. THE PROGRAM MADE AVAILABLE HEREUNDER IS "AS IS", WITHOUT WARRANTY OF ANY KIND EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOR REPRESENTATION THAT THE PROGRAM DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. MIT has no obligation to assist in your installation or use of the PROGRAM or to provide services or maintenance of any type with respect to the PROGRAM. The entire risk as to the quality and performance of the PROGRAM is borne by YOU. YOU acknowledge that the PROGRAM may contain errors or bugs. YOU must determine whether the PROGRAM sufficiently meets your requirements. This disclaimer of warranty constitutes an essential part of this Agreement.

6. <u>No Consequential Damages; Indemnification</u>. IN NO EVENT SHALL MIT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. To the extent permitted by applicable law, you agree to indemnify, defend, and hold harmless MIT and its directors, officers, representatives, employees, and agents against all losses, expenses (including without limitation any legal expenses), claims, demands, suits, or other actions arising from your use of the PROGRAM.

7. <u>Copyright</u>. YOU agree to retain M.I.T.'s copyright notice on all copies of the PROGRAM or portions thereof.

8. <u>Export Control.</u> YOU agree to comply with all United States export control laws and regulations controlling the export of the PROGRAM, including, without limitation, all Export Administration Regulations of the United States Department of Commerce. Among other things, these laws and regulations prohibit, or require a license for, the export of certain types of software to specified countries.

9. <u>Reports, Notices, License Request</u>. Reports, any notice, or commercial license requests required or permitted under this Agreement shall be directed to:

Director Massachusetts Institute of Technology Technology Licensing Office, Rm NE18-501 One Cambridge Center, Kendall Square Cambridge, MA 02142-1493

10. <u>General</u>. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The parties acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties as to the subject matter.

BY CLICKING ON THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT, YOU ARE CONSENTING TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON, AND THE INSTALLATION/DOWNLOAD PROCESS WILL NOT CONTINUE.