

## MBUS RESEARCH END USER LICENSE AGREEMENT

This Agreement is effective as of \_\_\_\_\_, 2014, between \_\_\_\_\_, ("END USER" or "you"), and the Regents of the University of Michigan ("MICHIGAN").

### BACKGROUND

MICHIGAN has rights in and to the MBus technical program specification, name and logo, as provided at <http://mbus.io/>, and any included trade or service marks (collectively the "MBUS TECHNOLOGY"). MICHIGAN also has rights in and to the MBus name and logo, as that logo is shown at <http://mbus.io/> and any included trade or service marks (the "LOGO").

### GRANT OF LICENSE

1. Subject to the terms hereunder, MICHIGAN hereby grants to the END USER a nonexclusive, royalty-free, worldwide, non-commercial, research license under MICHIGAN's rights in the MBUS TECHNOLOGY, subject to the terms and conditions of this Agreement. For clarity, MBUS TECHNOLOGY does not include any mark or rights in any trademark, service mark, logo, mascot, or brand of MICHIGAN that is not expressly provided for herein. END USER has no right to sublicense.
2. END USER shall not use the MBUS TECHNOLOGY in any way that states or implies that MICHIGAN endorses, sponsors, designs, or markets any products or services of END USER.
3. MICHIGAN shall provide the END USER with the full specification for the MBus technology and a TEST Chip ID, the test Chip ID is solely for the use of the END USER and may not be transferred, shared or otherwise provided to other parties.

### LIMITATION OF LICENSE AND RESTRICTIONS

1. END USER may modify the provided source code ("Verilog") as required to support the END USER's implementation as long as the resultant change conforms to the technical program specification.
2. The MBUS TECHNOLOGY technical program specification is copyright 2014 The Regents of the University of Michigan and cannot be modified in whole or in part.

### QUALITY CONTROL AND TRADEMARK USE REQUIREMENTS

1. Each use by END USER of the LOGO shall comply with the form and any other conditions provided to END USER from time-to-time by MICHIGAN. END USER shall promptly alter its use of the LOGO to use any revised form provided by MICHIGAN. At MICHIGAN's option, MICHIGAN may provide such form and conditions to END USER via the following website, or any other website about which MICHIGAN provides notice to END USER the above-identified website:  
<http://mbus.io/>
2. END USER agrees to use the LOGO in connection with any products and services that substantially comply with the MBus specification as developed and published at <http://mbus.io/> as it may be revised from time-to-time (the "SPECIFICATION").
3. In all documentation, electronic display and written references using or referring to the SPECIFICATION, END USER shall prominently display the following copyright notification:

“MBus © 2014 The Regents of the University of Michigan.” If END USER displays the LOGO on a webpage, then the webpage must contain a hyperlink connecting back to <http://mbus.io/>

4. All LOGOS distributed by END USER shall contain trademark notices, as applicable, in appropriate locations and forms. Such notices shall be consistent with any instructions which might be provided by MICHIGAN; and shall include all copyright and other notices in the form supplied by MICHIGAN.
5. END USER shall not do any act, or permit any act or thing to be done or carried out, in derogation of any of MICHIGAN’s rights in the LOGO. MICHIGAN retains the right to exercise quality control over END USER’s use of the LOGO to the degree necessary to maintain the validity and enforceability of the trade and/or service marks in the LOGO and to protect the goodwill associated therewith. MICHIGAN shall control all aspects of maintaining and enforcing the LOGO, and any trademarks included therein. END USER acknowledges MICHIGAN’s ownership of the LOGO and such trademarks. If either party is accused of infringing the trade or service mark of a third party through the use of the LOGO, it shall promptly notify the other party.
6. END USER agrees to permit MICHIGAN or its authorized representatives to identify the END USER and/or the END USER’s institutions in marketing materials and/or research publications relating to the MBUS TECHNOLOGY.

#### NO WARRANTIES; LIMITATION ON MICHIGAN'S LIABILITY

1. **MICHIGAN MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE DISTRIBUTION, PRODUCTION, MODIFICATION, USE, OFFER FOR SALE, SALE, DISPLAY OF THE LOGO OR USE OF THE MBUS TECHNOLOGY WILL NOT INFRINGE UPON ANY RIGHTS OF ANY THIRD PARTY.**
2. **END USER ASSUMES THE ENTIRE RISK AS TO USE OF THE LOGO, THE MBUS TECHNOLOGY, AND ANY PRODUCTS OR SERVICES OF END USER. THE LOGO IS BEING PROVIDED TO YOU "AS IS." MICHIGAN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO RESPONSIBILITIES WHATEVER WITH RESPECT TO ANY USE OR DISPOSITION BY YOU OR ANY OTHER PERSON OR ENTITY OF THE LOGO, THE MBUS TECHNOLOGY, OR ANY PRODUCTS OR SERVICES OF END USER.**
3. END USER shall defend, indemnify and hold harmless MICHIGAN for and against any and all claims, demands, damages, losses, and expenses of any nature (including attorneys' fees and other litigation expenses), arising from or in connection with any manufacture, use, sale, license, distribution, or other disposition by END USER or other transferees of products or services of END USER. END USER shall maintain in effect liability insurance sufficient to protect END USER and MICHIGAN with respect to all claims with respect to any product or service manufactured, used, sold, licensed or otherwise distributed by END USER.

TERM AND TERMINATION

1. MICHIGAN may terminate this Agreement without cause upon thirty (30) days written notice to END USER. If MICHIGAN terminates solely under this paragraph, END USER may use any materials containing the LOGO that had already been produced as of MICHIGAN’s notice of termination for up to one year after notice.
2. MICHIGAN may terminate this Agreement immediately upon any unapproved use of the MBUS TECHNOLOGY or LOGO or other MICHIGAN trademark by END USER, or any breach by END USER of this Agreement. MICHIGAN may immediately terminate this Agreement if it reasonably determines that the uses provided hereunder may infringe upon the rights of any third party. If you assert the invalidity or unenforceability of any rights included in or comprising the MBUS TECHNOLOGY or LOGO, including by way of litigation or administrative proceedings, either directly or through any other party, then MICHIGAN shall have the right to immediately terminate this Agreement.

MISCELLANEOUS

1. Except as may be expressly provided in this Agreement, END USER agrees to refrain from using the name of MICHIGAN in publicity or advertising without the prior written approval of MICHIGAN. No waiver by either party of any breach of this Agreement, no matter how long continuing or how often repeated, is a waiver of any subsequent breach thereof, nor is any delay or omission on the part of either party a waiver of the same. This Agreement contains the entire agreement and understanding of the parties concerning the LOGO.
2. This Agreement shall be governed by and construed under the laws of the state of Michigan without regard for principles of choice of law. Any claims, demands, or actions asserted against MICHIGAN shall be brought in the Michigan Court of Claims. END USER, its successors, and permitted assigns, consent to the jurisdiction of a court with applicable subject matter jurisdiction sitting in the state of Michigan with respect to any claims arising under this agreement.
3. END USER may not assign this Agreement without the prior written consent of MICHIGAN and shall not pledge any of the rights hereunder as security for any creditor; any attempted pledge will be void from the beginning. The relationship between the parties is that of independent contractor and contractee. Neither party is an agent of the other in connection with the exercise of any rights hereunder.

FOR LICENSEE

FOR THE REGENTS OF THE UNIVERSITY OF MICHIGAN

By \_\_\_\_\_  
(authorized representative)

By \_\_\_\_\_  
<NAME>  
<Title>

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_