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**Title**

**Non-profit, Academic or Commercial Copyright/Software License**

**License Fee**

License Fee is {{ storefront.currencySymbol }}{% if order is defined %}{{ order|orderGetTotalToPay }}{% else %}{{ basket|basketGetTotalToPay }}{% endif %} USD

**Custom Field**

{{ ProjectTitle.inputs.ProjectTitle1.label }}

**Licensee -** {% if order is defined %}{{ order.company}}{% else %}{{ basket.company }}{% endif %}

**Contact -** {% if order is defined %}{{ order.firstName }} {{ order.LastName }}{% else %}{{ basket.firstName }} {{ basket.LastName }}{% endif %}

**Contact Email -** {% if order is defined %}{{ order.email }}{% else %}{{ basket.email }}{% endif %}

**Contact Phone -** {% if order is defined %}{{ order.phone1 }}{% else %}{{ basket.phone1 }}{% endif %}

**And residing or doing business at -**

{% if order is defined %}

{{ order.billingAddress.address1 }} {{ order.billingAddress.address2 }}

{{ order.billingAddress.city }}

{{order.billingAddress.state }} {{ order.billingAddress.postcode }}

{{ order.billingAddress.country.name }}

{% else %}

{{ basket.billingAddress.address1 }} {{ basket.billingAddress.address2 }}

{{ basket.billingAddress.city }}

{{ basket.billingAddress.state }} {{ basket.billingAddress.postcode }}

{{ basket.billingAddress.country.name }}

{% endif %}

**TERMS AND CONDITIONS** - The following terms and conditions govern this Agreement by and between Regents of the University of Minnesota, a constitutional corporation under the laws of the State of Minnesota, ("University") and the Licensee.

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**Right to Injunctive Relief -** Licensee acknowledges and agrees that monetary damages are not sufficient to compensate University in the event of Licensee’s material breach or violation of this Agreement, and that University may be irreparably harmed by such breach or violation, and that University will have the right to seek other remedies available to it in law and equity to remedy such breach or violation, including injunctive and equitable relief.

**Governing Law and Forum –** The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to the conflict of laws principles thereof. Any suit, claim, or other action to enforce the terms of this agreement, or any suit, claim or action arising out of or related to this agreement, may be brought only in the state courts of Hennepin County, Minnesota. The Licensee hereby submits to the jurisdiction of that court and waives any objections it may have to that court asserting jurisdiction over the Licensee or its assets and property. This Agreement is not to be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA) as may be enacted by the State of Minnesota. If Licensee is a public university, Licensor agrees that the foregoing specification of choice of law and jurisdiction shall not apply to Licensee.

**Entire Agreement -** This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings of the parties on such subject matter. This Agreement may be amended, only in writing, and duly executed by all the parties.

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**University of Minnesota**

**Technology Commercialization**

**200 Oak Street, SE**

**Suite 280**

**Minneapolis, MN 55455**

**Fax: 612.624.6554**

**E-mail: otcagree@umn.edu**

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**Attn: Director, Transactional Law Services**

**360 McNamara Alumni Center**

**200 Oak Street S.E.**

**Minneapolis, MN 55455-2006**

**Facsimile No.: 612.626.9624**

**Email: ogcweb@umn.edu**

**If to Licensee**: As set forth above in the "Licensee" section.

**Accept Terms -** Clicking "SUBMIT REQUEST" on the "Accept/acknowledge terms" page during the Checkout process indicates that you agree with the terms and conditions of this license agreement, and agree to receive required notices from the University of Minnesota electronically.

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