

Non-exclusive Right to Use and Modify Agreement

This agreement (“Agreement”) is made between _____ (“Student,” “I,” “me” or “my”) and _____ (“User” or “You”), as of the ____ of _____ (the “Effective Date”), in reliance upon and consideration of, among other things, the following:

- Opportunities and actual work made available to me, Student, by User to work on a software development project (“Project”) during my participation in the [_____] (“Course”) at Northeastern University.

In exchange for this consideration, I hereby agree as follows:

1. Upon the Effective Date, subject to the terms hereof, I grant to User a non-exclusive [fully paid up] [royalty-bearing] transferable license to use in connection with its lawful business conduct the software I contribute to the Project (“Software”), identified in Exhibit A attached hereto. Also, I hereby give to the User my permission and consent for the User to use, copy, modify, create derivative works and share with others the Software, subject to the terms of this Agreement. I will not revoke this permission and consent or object to the User’s use of the Software in accordance with the terms of this Agreement.

STUDENT HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SOFTWARE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND STUDENT MAKES NO CLAIM, PROMISE, REPRESENTATION, GUARANTEE OR WARRANTY (EXPRESS OR IMPLIED) AS TO THE ACCURACY, RELIABILITY, QUALITY, OMISSIONS, COMPLETENESS OF THE SOFTWARE AND/OR THE PROJECT. IN NO EVENT SHALL I BE LIABLE FOR ANY CLAIM FOR DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, CONSEQUENTIAL OR PUNITIVE DAMAGES, EXEMPLARY, INCIDENTAL, DIRECT, INDIRECT OR SPECIAL DAMAGES, ARISING OUT OF OR RELATING TO THE SOFTWARE OR THE PROJECT, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR RELATED TO ELECTRONIC ACCESS, TRANSMISSION OF DATA OR VIRUSES. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF SOFTWARE.

2. This Agreement pertains only to Software created for Projects in the Course and does not replace any previous agreements relating in whole or in part to the same or similar matters outside the scope of the Course that I may have entered into with the User. It may not be modified or terminated, in whole or in part, except in a writing signed by me and a legally authorized representative of the User.

I represent that I am 18 years of age or older and have the right to enter into and fully perform this agreement. Furthermore, I represent that, except as identified on pages attached hereto: (i) I will not, while bound by this Agreement, enter into any other agreements, or otherwise incur any obligations, that conflict with any provision, term or condition of this Agreement.

By signing in the space provided below, I hereby accept and agree to the terms and conditions of this Agreement.

(Student’s signature)

Student’s Printed Name: _____

Date: _____

Exhibit A

[Description of contribution]