## **END USER EXECUTABLE LICENSE AGREEMENT**

For

LTT, v1.6 (demo)

## **Between**

# LAWRENCE LIVERMORE NATIONAL SECURITY, LLC

and
(Company Name)
LLNI Coco No. TEO
LLNL Case No. TE0[for LLNL use]

Lawrence Livermore National Laboratory P.O. Box 808, L-795, Livermore, CA 94551 Innovation & Partnerships Office

(Date)

#### LIVERMORE TOMOGRAPHY TOOLS SOFTWARE EVALUATION LICENSE AGREEMENT

Demonstration Only

This Software Evaluation License Agreement ("Agreement") is entered into between Lawrence Livermore National Security, LLC, a Delaware limited liability company ("*LLNS*"), and the person or entity identified in Exhibit A ("*Licensee*"), and relates to software, as further described below, that was developed by LLNS at the Lawrence Livermore National Laboratory ("*LLNL*") under Contract No. DE-AC52-07NA27344 between LLNS and the U.S. Department of Energy/National Nuclear Security Administration.

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- (b) Licensee will properly cite its evaluation of the Software in any related scientific or research publication as K. Champley, Livermore Tomography Tools (LTT) Software Package, 2016.
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- **14. Governing Law:** This Agreement will be interpreted and construed in accordance with the laws of the State of California, excluding any choice of law rules that would direct the application of the laws of another jurisdiction. Any legal action related to this Agreement will be conducted in the state courts sitting in Alameda County, California, or in the federal courts sitting in the Northern District of California. Licensee hereby irrevocably waives all right it may have to a trial by jury in any legal action or proceeding arising out of or in connection with this Agreement.
- **15. Amendment:** No modification or amendment of this Agreement is binding, unless in writing signed by a duly authorized representative of each Party.
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IN WITNESS WHEREOF, LLNS and Licensee have executed this Agreement by their respective duly authorized representatives on the dates set forth below.

#### **LICENSEE**

# LAWRENCE LIVERMORE NATIONAL SECURITY, LLC

By:		By:	
	(Signature)		(Signature)
Name:		Name:	Matthew Garrett
	(Print Name)		
Title:		Title:	Director, Innovation and Partnerships Office
Date signed:		Date signed:	

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#### **EXHIBIT A**

### To be completed by Licensee

Please complete this form and return it to LLNL as your request for the LTT software. Not all requests for software are granted. Reviews can take time. If your request is granted, then LLNL will sign the license and you will receive an additional e-mail with instructions on how to obtain the software.

Legal Name of Organization	on/Individual					
Type of entity and jurisdict	ion if other than	individual (e.g., De	elaware corporation)			
Physical Address where S	oftware will be ir	nstalled and used				
Mailing/Street Address for	Notifications					
Contact Name						
Telephone Number						
Email Address						
Country of Citizenship (for Note: if dual citizenship, lis		se requests only, fo	or compliance with export c	ontrol re	egulations)	
Foreign organizations mus	st also complete	the online Custom	er Screening Form and ret	urn it wi	th this form.	
Please check all that apply	<i>r</i> :					
Foreign (non-U.S.)		Si	tate or Local Government			
University		N	ot-for-Profit Entity			
Small Business		In	dividual			
Minority Owned		Pi	ublicly Traded Company			
Woman Owned		Pi	rivately Held Company			
Large Business						
Are you a party designated under U.S. sanctions, or of					Yes:	No: 🗌

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