

SOFTWARE EVALUATION LICENSE AGREEMENT

For

TAOS-DEMO

Between

LAWRENCE LIVERMORE NATIONAL SECURITY, LLC

and

(Company Name)

LLNL Case No. TE0 _____

[for LLNL use]

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

(Date)

THE ALLOY OPTIMIZATION 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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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:	

EXHIBIT A

To be completed by Licensee

Please complete this form and return it to LLNL as your request for the TAOS-demo 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.

LICENSEE INFORMATION:

 Legal Name of Organization/Individual

 Type of entity and jurisdiction if other than individual (e.g., Delaware corporation)

 Physical Address where Software will be installed and used

 Mailing/Street Address for Notifications

 Contact Name

 Telephone Number

 Email Address

 Country of Citizenship (for individual license requests only, for compliance with export control regulations)

Note: if dual citizenship, list all countries.

Foreign organizations must also complete the online [Customer Screening Form](#) and return it with this form.

Please check all that apply:

- | | | | |
|--------------------|--------------------------|---------------------------|--------------------------|
| Foreign (non-U.S.) | <input type="checkbox"/> | State or Local Government | <input type="checkbox"/> |
| University | <input type="checkbox"/> | Not-for-Profit Entity | <input type="checkbox"/> |
| Small Business | <input type="checkbox"/> | Individual | <input type="checkbox"/> |
| Minority Owned | <input type="checkbox"/> | Publicly Traded Company | <input type="checkbox"/> |
| Woman Owned | <input type="checkbox"/> | Privately Held Company | <input type="checkbox"/> |
| Large Business | <input type="checkbox"/> | | |

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Yes: No:

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