MuJoCo Pro Software License Agreement: Academic Lab

1. Parties

This Software License Agreement (hereafter the "Agreement") is made between Roboti LLC, a Washington, United States of America Limited Liability Company (hereafter "Roboti"), and [Legal Name of Organization] (hereafter "Licensee").

2. Purpose

The purpose of this agreement is for Roboti to provide Licensee with a license to use Roboti's MuJoCo Pro Software (hereafter "MuJoCo Pro Software").

3. Licensed Software

The subject of this Agreement is the MuJoCo Pro Software. It functions essentially as described in the online documentation available at:

http://www.mujoco.org/book/

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4. Grant of License and License Fees

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The license fee is $3,000 for one year, or $1,500 for six months. The fee shall be paid electronically through a PayPal invoice sent from Roboti to Licensee. This Grant of License shall become effective on the day Roboti receives the fee payment; see also Paragraphs 5 and 7.

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It is the responsibility of Licensee to ensure that only individuals properly designated as users have access to the MuJoCo Pro Software and activation key.

The fees include the grant of license as described in Paragraph 4.1, and maintenance and technical support as described in Paragraph 11.

5. Electronic Software Distribution and Activation

The MuJoCo Pro Software may be downloaded from http://www.mujoco.org. It requires a software activation key in order to run. Within 3 days from the date the license fee payment is received by Roboti, Roboti will provide Licensee with an activation key needed to run the MuJoCo Pro Software. Roboti will provide access to new versions of the MuJoCo Pro Software that become available within the term of the Agreement, without additional fees.

6. Product Updates and Enhancements

Roboti makes no guaranty that it will enhance the MuJoCo Pro Software. Roboti cannot and does not guarantee that the MuJoCo Pro Software will work with future versions of Windows, OSX or Linux. Roboti reserves the right to discontinue support for older operating systems and third-party software. Roboti makes no promise that the MuJoCo Pro Software will work on non-standard computer systems.

7. Term of the Agreement; Renewal

This Agreement shall commence on the date when Roboti receives the license fee payment, and shall continue in force for the duration specified in Paragraph 4.1. There is no automatic renewal. After the end of the term, Licensee may purchase a new license at the terms and prices being offered at http://www.mujoco.org at the time of the new purchase. Roboti reserves the right to discontinue this offer at any time.

8. Termination of the Agreement

If Licensee breaches the terms of this Agreement, Roboti may notify Licensee via email that it intends to terminate the agreement, and state the specific nature of the alleged breach. Licensee will have 30 days to cure any such breach. After the 30 days have expired, and provided that the breach has not been cured, Roboti may terminate the agreement via email to Licensee.

9. Effect of Termination

Upon the expiration of or termination of this Agreement, Licensee shall immediately discontinue all use of the MuJoCo Pro Software and erase all copies of the MuJoCo Pro Software that are in its possession or control.

10. Confidentiality

Each party shall hold in trust for the other party and shall not disclose to any non-party to the Agreement, any confidential information of the other party. Confidential information is information which relates to each party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer design and programming.

Information contained in technical support requests as described in Paragraph 11 will not be considered confidential, and may be used by Roboti to improve the MuJoCo Pro Software documentation or notify other users of issues discovered by Licensee, provided that Roboti does not identify Licensee as the source of such information.

The covenants and obligations contained in this Paragraph 10. (Confidentiality) shall be construed as independent of the rest of this Agreement or any other agreement between the parties and shall survive the termination of this Agreement.

11. Maintenance and Technical Support

Roboti will use reasonable efforts to promptly fix all defects found in the MuJoCo Pro Software which result in substantial deviation from the description in the online documentation.

Technical support requests can be posted on the user forum at http://www.mujoco.org or sent via email to support@roboti.us. Roboti will use commercially reasonable efforts, given the size of the company, to address support requests in a timely manner. Note that Roboti does not currently employ dedicated support staff, thus support will be provided by the developers.

Roboti may choose to only provide maintenance and technical support for the latest release of the MuJoCo Pro Software.

12. Warranties and Disclaimers

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16. Injunctive Relief

In the event that either Roboti or Licensee materially breaches any of the terms of this Agreement, the non-breaching party shall be entitled, in addition to any other remedies available, to seek an injunction to restrain violations of this Agreement by the breaching party. It is specifically agreed that the non-breaching party shall not be bound to an election of remedies to either seek damages or to seek an injunction but specifically reserves the right to seek both an injunction and damages.

17. All Other Rights

Ownership of the MuJoCo Pro Software shall remain exclusively with Roboti. All rights, including copyright rights, not herein specifically transferred from Roboti to Licensee are reserved exclusively to Roboti.

18. Law Applicable

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, United States of America, without reference to principles of conflicts of law. Jurisdiction and venue for any action arising out of this Agreement shall be properly laid exclusively in the Superior Court of Washington for King County, Seattle Division, or in the United States District Court for the Western District of Washington at Seattle.

19. Assignment

This Agreement constitutes a personal business relationship between the parties. Neither party may assign its rights or delegate its duties under this Agreement to a third party without the prior written consent of the other party to this Agreement. Any assignment attempted in violation of this provision shall be null and void.

20. Binding Effect

Subject to any limitations on assignability in this Agreement, this Agreement shall inure to the benefit of and be binding on all heirs, executors, personal representatives, administrators, successors and assigns of the parties.

21. Entire Agreement

This written contract contains the entire understanding between the parties. This Agreement may only be changed by a written Agreement signed by the parties.

22. Interpretations

This Agreement shall be construed neither for nor against either party, but shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

23. Headings

The descriptive headings of the paragraphs of this Agreement are included for convenience only and do not constitute a part of this Agreement.

24. Waiver of Breach

The waiver by one party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party. No waiver shall be valid unless in writing.

25. Severability

If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties to this Agreement consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

If any provision or any portion of any provision of this Agreement is held to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining provisions hereof.

26. Notice

Any notice required under this Agreement shall be in English, and sent via email to:

Roboti: todorov@roboti.us

Licensee: email address to which PayPal invoice was sent

27. Acceptance

By paying the license fee, Licensee accepts all terms and conditions of this Agreement.