MuJoCo Pro Software License Agreement: Commercial

NOTES TO REVIEWER:

This is a template agreement. In the actual agreement, all text in red will be removed and XXX will be replaced with the name of your organization. Please provide the legal name of your organization and address and email for legal notices (to be included in Paragraph 28).

This template covers two license types: Site and Team. The only differences between them are in Paragraph 4.1. Both versions of that paragraph are included in the template. Please choose your license type, and we will remove the other version of Paragraph 4.1.

If your organization operates exclusively in countries whose GDP(PPP)-per-capita is less than 50% of the USA according to Wikipedia, you are eligible for a 50% discount. Let us know if this is the case and we will modify the license fees in Paragraph 4.1 accordingly.

The license types available here are for in-house use only. Paragraph 4.2 prohibits distributing MuJoCo Pro or using it to provide services to the public. Any software you develop is your property, however if you want to distribute it to third parties such as your users or customers, they will need their own license to MuJoCo Pro (Paragraph 14).

MuJoCo Pro is distributed as a pre-compiled dynamic library. We do not offer licenses that provide access to the source code or any other arrangements involving the source code.

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 XXX (hereafter "XXX").

2. Purpose

The purpose of this agreement is for Roboti to provide XXX 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, a dynamic library with C API. MuJoCo Pro includes a parser and compiler for models in Roboti's MJCF format, multi-body dynamics simulator, interactive visualizer, and sample models and code illustrating the use of the library. The MuJoCo Pro Software is generally compatible with computers running the latest 64-bit versions of Windows, OSX and Linux. Some features of the visualizer are only available under Windows and Linux, due to limitations in the OSX drivers.

The MuJoCo Pro Software functions essentially as described in the online documentation available at:

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

Roboti owns the copyright in the MuJoCo Pro Software and documentation, except for any third-party software used, as described in the file REFERENCE.txt in the software distribution. This file will be kept up to date with every new release of the MuJoCo Pro Software. All third-party software is used in compliance with its corresponding license, as set forth in Paragraph 12.

The MuJoCo Pro Software source and object code is confidential, proprietary information of Roboti.

This Agreement pertains only to the MuJoCo Pro Software and not to any other products that are now, or may in the future be published, manufactured or distributed by Roboti.

4. Grant of License and Annual License Fees

[CHOOSE ONE OF THE TWO VERSIONS OF PARAGRAPH 4.1 BELOW]

4.1. Site License

Roboti grants XXX a non-exclusive, non-transferable Site license to use the MuJoCo Pro Software, in accordance with the terms and conditions of this Agreement.

The Site license allows a specified in advance number of individuals designated by XXX to use the MuJoCo Pro Software for one year (hereafter "users"). Each user may use the MuJoCo Pro Software on **unlimited number of computers**. An individual designated by XXX as a user may be replaced at most once in any 6-month period. Any XXX employee in any location where XXX operates may be designated as a user. XXX may choose any number of users with a **minimum of 3**, and may increase that number at any time during the term of this Agreement by notifying Roboti and paying the corresponding license fee. For users added after the start of the term, the license fee is prorated.

The annual license fees are as follows:

User range	Fee per user
First 5 users (users 1-5)	$1,900
Next 5 users (users 6-10)	$1,750
Next 10 users (users 11-20)	$1,600
Next 20 users (users 21-40)	$1,450
Next 40 users (users 41-80)	$1,300
Next 80 users (users 81-160)	$1,150
Next 160 users (users 161-320)	$1,000
Remaining users (users 321+)	$850

The per-user price shown on each line above is for the corresponding range of users, and not for the entire license. For example, a Site License with 12 users would cost:
$5*1900 + 5*1750 + 2*1600 = \$21,450$.

--- or ---

4.1. Team License

Roboti grants XXX a non-exclusive, non-transferable Team license to use the MuJoCo Pro Software, in accordance with the terms and conditions of this Agreement.

The Team license allows a specified in advance number of individuals designated by XXX to use the MuJoCo Pro Software for one year (hereafter "users"). Each user may use the MuJoCo Pro Software on unlimited number of computers. An individual designated by XXX as a user may be replaced at most once in any 6-month period.

There are two categories of users: base users and extension users. Each Team license includes up to 10 base users, and may also include extension users if all of the base user slots are full or if XXX wants to include users who do not qualify as base users. The type of employee that can qualify as a base user depends on XXX's total number of employees as follows:

- If XXX has more than 30 employees, all individuals designated as base users must be XXX employees having the same immediate technical manager or lead; they can be based at any location where XXX operates;

- If XXX has 30 or less employees, any XXX employee in any location where XXX operates may be designated as a base user.

In addition to base users, XXX may add extension users at any time during the term of this Agreement, by notifying Roboti and paying the corresponding license fee. Any XXX employee in any location where XXX operates may be designated as an extension user. For extension users added after the start of the term, the license fee is prorated.

The annual license fees are as follows:

Up to 10 base users $12,000 independent of the actual number of base users
Extension user $2,000 per extension user

[END OF PARAGRAPH 4.1 VERSIONS]

4.2. License Terms and Restrictions

Copies of MuJoCo Pro received by any XXX employee are to be used only as long as that person is associated with XXX and is properly designated as user.

XXX may use the MuJoCo Pro Software for any purpose, subject to the following restrictions:

- XXX may not modify, decompile, reverse engineer, or disassemble the MuJoCo Pro Software, or any portion of the MuJoCo Pro Software which is distributed by Roboti in binary format. XXX may make modifications to the binary portions of the MuJoCo Pro Software solely to the extent that such action is legitimately required for the purposes of integrating the MuJoCo Pro Software with the operation of other software or systems used by XXX;

- XXX may not provide copies of the MuJoCo Pro Software or the activation key to any person not covered by this Agreement. The source and header files distributed with the MuJoCo Pro Software are an exception: XXX may provide them to all XXX employees;

- XXX may not incorporate the MuJoCo Pro Software as part of any products or services made available to the public, or sell or otherwise distribute the MuJoCo Pro Software to the public;

- XXX may not use the MuJoCo Pro Software for any purpose prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

It is the responsibility of XXX to ensure that only individuals properly designated as users have access to the MuJoCo Pro Software and activation key, and that their number does not exceed the number of users covered by this Agreement at any time. Note that in order to facilitate cloud computing and avoid inconvenience, MuJoCo Pro relies on a simple activation mechanism, and does not monitor how many individuals are using the MuJoCo Pro Software or how many computers are being used by any one individual.

XXX may upgrade to a more expensive MuJoCo Pro license at any time during the one-year term of this Agreement. This can be done by adding users to the present license and paying the associated fees described in Paragraph 4.1, or by switching to any of the other license types offered at http://www.mujoco.org. In case of switching, the prorated fee paid for the present license will be credited towards the price of the new license, and the present Agreement will be replaced with the corresponding Agreement for the new license.

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 an activation key in order to run. Within 7 days from the date this Agreement is executed by both parties and payment of the license fee is received by Roboti, Roboti will provide XXX with an activation key needed to run the MuJoCo Pro Software. Roboti will provide access to new releases whenever maintenance updates, feature upgrades and new versions become available within the term of the Agreement, without additional fees.

6. Product Updates and Enhancements

6.1. Numbering System

Roboti denotes the degree of change in product amendments according to a decimal version numbering system. Any product amendment denoted by a change in the digit to the right of the tenths digit [Version 7.11, 7.12, etc.] in the Product version number is called a "Maintenance Update". Any amendment denoted by a change in the tenths digit [Version 7.1, 7.2, etc.] adds enhancements to the Product and is called a "Feature Upgrade". Any amendment denoted by a change in the digit(s) to the left of the decimal point [Version 7.0, 8.0, etc.] is a new offering within the same Product line containing significant enhancements in the Product and is called a "New Version".

Roboti shall make these designations at its sole discretion, provided that Roboti uses the same categorizations for all of its customers and not just for XXX.

6.2. No Guaranty to Enhance Software

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 it is executed by both parties and shall continue in force for one year from when Roboti provides XXX with an activation key for the MuJoCo Pro Software as specified in Paragraph 5. If XXX upgrades to a more expensive license type as described in Paragraph 4.2, this Agreement will be replaced with the corresponding Agreement for the new license and a new one-year term.

XXX may renew this Agreement for up to two consecutive one-year terms, by paying the same annual license fees as described in Paragraph 4.1. Further renewals will not be possible under this Agreement, however XXX may purchase a new license at the terms and prices being offered at http://www.mujoco.org at the time of the new purchase. The renewal options described in this paragraph will be available only if the MuJoCo Pro Software continues to be commercially available to the public.

8. Termination of the Agreement

Upon the material breach of this Agreement by either party, the other party may terminate this Agreement. Before terminating this Agreement, the non-breaching party shall notify the breaching party in writing that it intends to terminate this Agreement. The notice must state the specific nature of the alleged breach. The breaching party shall have thirty days from receipt of the notice of breach to cure any such breach. The breaching party shall notify the non-breaching party of the manner in which the breaching party intends to cure the default and of the initiation and progress of the breaching party's actions to cure. After the thirty days have expired, and provided that the breach has not been cured, the non-breaching party may terminate this Agreement by providing notice to the breaching party that it has terminated this Agreement. The termination shall be effective if the notice is provided in accordance with Paragraph 28.

If the non-breaching party does not terminate this Agreement within one hundred twenty (120) days of providing notice of its intent to terminate, then that notice shall no longer be in effect, and the non-breaching party shall have to give a new notice of intent to terminate at least thirty days prior to terminating this Agreement.

9. Effect of Termination

Upon the expiration of or termination of this Agreement, XXX 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 XXX, provided that Roboti does not identify XXX 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. If Roboti is unable to fix a defect or provide a workaround that restores functionality within 30 days, this will be considered a material breach and can be cause for termination of the Agreement as described in Paragraph 8.

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

Roboti warrants that it has the legal right to grant this License to XXX and that to the best of its knowledge such license does not infringe on any third party's intellectual property rights. Roboti warrants that it is not aware of any lawsuits filed or pending or any dispute related to the MuJoCo Pro Software.

Roboti warrants that all third-party software incorporated in MuJoCo Pro is listed in the file REFERENCE.txt available in the software distribution, and is used in compliance with its corresponding license. Roboti warrants that open-source software licensed under GPL or related license is not and will not be incorporated in MuJoCo Pro, unless such license has been modified to allow use in proprietary software distributed as binary only.

Roboti warrants that the MuJoCo Pro Software will perform substantially in accordance with the online documentation as set forth in Paragraph 3. If the MuJoCo Pro Software does not perform as warranted, XXX's exclusive remedy shall be to notify Roboti, and Roboti shall, at its sole option, either refund the prorated License Fee or repair or replace the MuJoCo Pro Software within 30 days.

Roboti warrants that the source code it has developed and incorporated in the MuJoCo Pro Software is free of viruses, spyware, malware and other harmful components. However, it is impossible to guarantee that the Website, servers and third-party software components being used will always be free of harmful components. Therefore, ROBOTI DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, SERVERS OR SOFTWARE ARE FREE OF VIRUSES, SPYWARE, MALWARE OR OTHER HARMFUL COMPONENTS. XXX should

use industry recognized software to detect and disinfect viruses, spyware, malware, and other harmful or otherwise undesirable components from any downloads.

The warranties set forth in this Agreement apply only to the latest release of the MuJoCo Pro Software. These warranties will be void if failure of the MuJoCo Pro Software results from misuse, casualty loss, use or combination of the MuJoCo Pro Software with any products, goods, services or other items furnished or recommended by anyone other than Roboti or any modification not made by or for Roboti.

Roboti does not warrant that the operation of the MuJoCo Pro Software will be uninterrupted or error free. Computer software is inherently subject to bugs and potential incompatibility with other computer software and hardware.

ROBOTI SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ROBOTI SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES ARISING FROM ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORIES, EVEN IF ROBOTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ROBOTI'S LIABILITY FOR ANY DAMAGES EVER EXCEED THE ANNUAL FEE PAID FOR THE LICENSE TO USE THE MUJOCO PRO SOFTWARE, REGARDLESS OF ANY FORM OF THE CLAIM.

MuJoCo Pro is to be used for simulations only. MuJoCo Pro is not designed to be used to operate machinery or to be used in any other real life situations. Roboti specifically disclaims all liability for damages resulting from using MuJoCo Pro in real life situations.

This warranty gives XXX specific legal rights; XXX may have other rights which may vary from state to state and country to country. Some states do not allow limitations on how long an implied warranty lasts or exclusions of incidental or consequential damages, so some of the above may not apply to XXX.

13. Protection Against Unauthorized Use

XXX will use commercially reasonable efforts to restrict network or any other access to the MuJoCo Pro Software and activation key by anyone outside of the XXX 's facilities who is not authorized to use the MuJoCo Pro Software.

XXX shall promptly notify Roboti of any unauthorized use of the MuJoCo Pro Software that comes to XXX's attention. In the event of any unauthorized use by any of XXX's employees, agents or representatives, XXX shall use reasonable efforts to terminate such unauthorized use and to retrieve any copy of the MuJoCo Pro Software in the possession or control of the person or entity engaging in such unauthorized use. XXX shall immediately notify Roboti of any legal proceeding initiated by XXX in connection with such unauthorized use. Roboti may, at its option and expense, participate in any such proceeding and, in such event, XXX shall provide such authority, information and assistance related to such proceeding as Roboti may reasonably request to protect Roboti's interests.

14. Ownership, Copyright and Trademark Protection

Roboti owns all rights in the MuJoCo Software including but not limited to copyright, database rights and other intellectual property rights. The MuJoCo Pro Software is protected by U.S. and international copyright law. The MuJoCo Pro Software's source code is a trade secret of Roboti, and will not be provided to XXX.

As between Roboti and XXX, XXX owns all rights in any software developed by or on behalf of XXX in connection with XXX's exercise of the rights granted herein. Note that if XXX distributes software whose operation depends on MuJoCo Pro, the restrictions in Paragraph 4.2 imply that users of XXX's software will need to obtain their own MuJoCo Pro license before they can use XXX's software.

Neither the MuJoCo Pro Software nor XXX's rights or obligations under this Agreement may be sublicensed, leased, rented, distributed, assigned, or transferred in whole or in part by XXX to any third-party. All content provided with the MuJoCo Pro Software shall be used solely by XXX in accordance with the terms and conditions of this Agreement. Content shall not be copied, published, given away, posted, leased, sold, or licensed to any third-party.

XXX is prohibited from capturing or extracting content by any means not expressly granted hereunder, or using content for any purpose other than the designated requirements of the MuJoCo Pro Software.

Roboti has placed a copyright notice in the MuJoCo Pro Software, essentially in the form of:

Copyright © 2016 Roboti™, All Rights Reserved

The MuJoCo Pro Software contains some open source code. Roboti makes no copyright claim to the underlying open source code.

Roboti is the owner of the trademarks "MuJoCo", "MuJoCo Pro" and "Roboti" (hereafter "the trademarks"). During the term of this Agreement, XXX is authorized to use the trademarks in connection with XXX's use of the MuJoCo Pro Software.

15. Export Law Assurance

XXX may not use or otherwise export the MuJoCo Pro Software except as authorized by U.S. law and will not export the MuJoCo Pro Software to any country to which the United States prohibits export of software and related technology. By using the MuJoCo Pro Software, XXX represents and warrants that no part of it is located in any such country.

16. Injunctive Relief

In the event that either Roboti or XXX 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 XXX are reserved exclusively to Roboti.

18. Law Applicable

This Agreement has been negotiated substantially in Seattle, Washington and 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. XXX hereby irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any claim, action, suit or proceeding relating to this Agreement.

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. Bankruptcy

This Agreement shall terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of

creditors, or (iii) upon either party's dissolution or ceasing to do business. Either party must give 30 days advance notice to the other party before filing a bankruptcy petition.

25. Trademark Bundling

XXX acknowledges and agrees that good will, know how, copyright rights, trade secrets and patents are a material part of this Agreement; and, necessary for XXX to derive the full benefit of the trademarks, service marks and trade dress licensed hereunder.

26. 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.

27. 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.

28. Notice

Any notice required under this Agreement shall be in English, in writing and sent to the parties listed below using any of the following methods: a) first class mail, postage prepaid, b) confirmed email transmission, or c) delivery by a nationally recognized courier service.

Roboti: Roboti address and email

XXX: XXX address and email

29. Counterparts and Signatures

Different copies of this Agreement may be signed by different parties. As long as each party signs an identical copy of this Agreement, the signed copies shall together constitute one

agreement, binding on all parties to this Agreement, as if all parties had signed the same copy. Signatures transmitted and received electronically in image file (such as PDF or TIFF format) shall be binding on both parties as if an original had been delivered and received.

30. Acceptance

The parties have executed this Agreement by their duly authorized representatives, on the dates shown below.

Roboti LLC   XXX

_____   _____
By: Emanuil Todorov   By:
    Managing Member

Date _____   Date _____