

Real-time NeuroEvolution of Augmenting Topologies (rtNEAT) Software version 1.0

UT Research License (Source Code)

The University of Texas at Austin, a component of the University of Texas System, an agency of the State of Texas, has developed certain software and documentation that it desires to make available without charge to anyone for **academic, research, experimental or personal use**. This license is designed to guarantee freedom to use the software for these purposes. This license does not give you any rights to make commercial use of the software. If you wish to make commercial use of the software, you may be able to purchase a license to do so from The University of Texas.

The accompanying source code is made available to you under the terms of this UT Research License (this "UTRL"). By clicking the "ACCEPT" button, or by installing or using the code, you are consenting to be bound by this UTRL. If you do not agree to the terms and conditions of this license, do not click the "ACCEPT" button, and do not install or use any part of the code.

The terms and conditions in this UTRL not only apply to the source code made available by UT, but also to any improvements to, or derivative works of, that source code made by you and to any object code compiled from such source code, improvements or derivative works.

1. DEFINITIONS.

1.1 "Commercial Use" shall mean use of Software or Documentation by Licensee for direct or indirect financial, commercial or strategic gain or advantage, including without limitation: (a) bundling or integrating the Software with any hardware product or another software product for transfer, sale or license to a third party (even if distributing the Software on separate media and not charging for the Software); (b) providing customers with a link to the Software or a copy of the Software for use with hardware or another software product purchased by that customer; or (c) use in connection with the performance of services for which Licensee is compensated.

1.2 "Derivative Products" means any improvements to, or other derivative works of, the Software made by Licensee.

1.3 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software that are made available to Licensee in connection with the Software.

1.4 "Licensor" shall mean The University of Texas.

1.5 "Licensee" shall mean the person or entity that has agreed to the terms hereof and is exercising rights granted hereunder.

1.6 "Software" shall mean the computer program(s) referred to as Real-time NeuroEvolution of Augmenting Topologies (rtNEAT) Software version 1.0 made available under this UTRL in source code form, including any error corrections, bug fixes, patches, updates or other modifications that Licensor may in its sole discretion make available to Licensee from time to time, and any object code compiled from such source code.

2. GRANT OF RIGHTS.

Subject to the terms and conditions hereunder, Licensor hereby grants to Licensee a worldwide, non-transferable, non-exclusive license to (a) install, use and reproduce the Software for academic, research, experimental and personal use (but specifically excluding Commercial Use); (b) use and modify the Software to create Derivative Products, subject to Section 3.2; and (c) use the Documentation, if any, solely in connection with Licensee's authorized use of the Software.

Licensee may distribute the Software, provided, that it meets all of the following conditions: (a) it causes any Software that it distributes to be licensed at no charge under the terms of this UTRL; (b) it includes the notice set forth in Section 4 with the Software; (c) if Licensee has modified the Software, it causes the modified files to carry prominent notices stating that Licensee has modified the Software and the date of any changes, and (d) any distribution is accomplished in such a manner that it does not constitute Commercial Use as defined in Section 1.1.

3. RESTRICTIONS; COVENANTS.

3.1 Licensee may not: (a) use the Software (or any portion thereof) or Documentation for Commercial Use, or for any other use except as described in Section 2; or (b) remove any product identification, copyright, proprietary notices or labels from the Software and Documentation. This UTRL confers no rights upon Licensee except those expressly granted herein.

3.2 Licensee hereby agrees that its use of the Derivative Products will be subject to all of the same terms, conditions, restrictions and limitations on use imposed on the Software under this UTRL.

4. PROPRIETARY NOTICES.

Licensee shall maintain and place on any copy of Software or Documentation that it reproduces all notices as are authorized and/or required hereunder. Licensee shall include a copy of this UTRL and the following notice, on each copy of the Software and Documentation. Such license and notice shall be embedded in each copy of the Software, in the video screen display, on the physical medium embodying the Software copy and on any Documentation:

Copyright © The University of Texas, 2006. All rights reserved. UNIVERSITY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THIS SOFTWARE AND DOCUMENTATION, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES OF PERFORMANCE, AND ANY WARRANTY THAT MIGHT OTHERWISE ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. NO WARRANTY IS EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE USE OF THE SOFTWARE OR DOCUMENTATION. Under no circumstances shall University be liable for incidental, special, indirect, direct or consequential damages or loss of profits, interruption of business, or related expenses which may arise from use of Software or Documentation, including but not limited to those resulting from defects in Software and/or Documentation, or loss or inaccuracy of data of any kind.

5. WARRANTIES.

5.1 Disclaimer of Warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND DOCUMENTATION ARE BEING PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND RESPECTING THE SOFTWARE OR DOCUMENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

5.2 Limitation of Liability. UNDER NO CIRCUMSTANCES UNLESS REQUIRED BY APPLICABLE LAW SHALL LICENSOR BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, DIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, INTERRUPTION OF BUSINESS, OR RELATED EXPENSES WHICH MAY ARISE AS A RESULT OF THIS LICENSE OR OUT OF THE USE OR ATTEMPT OF USE OF SOFTWARE OR DOCUMENTATION INCLUDING BUT NOT LIMITED TO THOSE RESULTING FROM DEFECTS IN SOFTWARE AND/OR DOCUMENTATION, OR LOSS OR INACCURACY OF DATA OF ANY KIND. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO ALL CLAIMS AND ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR ANY OTHER GROUNDS.

6. INDEMNIFICATION.

Licensee shall indemnify, defend and hold harmless Licensor, the University of Texas System, their Regents, and their officers, agents and employees from and against any claims, demands, or causes of action whatsoever caused by, or arising out of, or resulting

from, the exercise or practice of the license granted hereunder by Licensee, its officers, employees, agents or representatives.

7. TERMINATION.

If Licensee breaches this UTRL, Licensee's right to use the Software and Documentation will terminate immediately without notice, but all provisions of this UTRL except Section 2 will survive termination and continue in effect. Upon termination, Licensee must destroy all copies of the Software and Documentation.

8. GOVERNING LAW; JURISDICTION AND VENUE.

The validity, interpretation, construction and performance of this UTRL shall be governed by the laws of the State of Texas. The Texas state courts of Travis County, Texas (or, if there is exclusive federal jurisdiction, the United States District Court for the Central District of Texas) shall have exclusive jurisdiction and venue over any dispute arising out of this UTRL, and Licensee consents to the jurisdiction of such courts. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

9. EXPORT CONTROLS.

This license is subject to all applicable export restrictions. Licensee must comply with all export and import laws and restrictions and regulations of any United States or foreign agency or authority relating to the Software and its use.

10. U.S. GOVERNMENT END-USERS.

The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and 48 C.F.R. 227.7202 (June 1995). Consistent with 48 C.F.R. 12.212, 48 C.F.R. 27.405(b)(2) (June 1998) and 48 C.F.R. 227.7202, all U.S. Government End Users acquire the Software with only those rights as set forth herein.

11. MISCELLANEOUS

If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this UTRL shall not be affected thereby. Licensee may not assign this UTRL in whole or in part, without Licensor's prior written consent. Any attempt to assign this UTRL without such consent will be null and void. This UTRL is the complete and exclusive statement between Licensee and Licensor relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, if any. Any waiver by either party of any default or breach

hereunder shall not constitute a waiver of any provision of this UTRL or of any subsequent default or breach of the same or a different kind.

END OF LICENSE