APPENDIX IX

Nonexclusive License for Electronic Thesis and Dissertations

*University Libraries at University of Louisville* ("UL") and *Author* wish to enter into a licensing arrangement in order to preserve the thesis or dissertation Work of Author ("the Work") identified and described more fully herein, 

**Master's Thesis Entitled, "Mental Workload Measurement for Competitive Video Games"**

and to make the Work accessible and widely available for dissemination through and using a range of extant and later developed technologies and formats consistent with the goals of scholarship and library practices in the scholarly community.

To that end:

1. Author grants to UL, its agents, assigns, and necessary contractors or third parties, nonexclusive, irrevocable, and worldwide rights and license to reproduce, distribute, prepare collectives, compilation, and derivatives, perform, display, and otherwise alter and modify the Work consistent with this license and the needs and requirements of relevant technologies used to effect the intent of this license as determined by UL at its sole discretion. Author also waives any “moral rights” that may exist in elements of the Work. Author otherwise retains all other rights in the Work and bears sole responsibility for complying with copyright and other legal requirements in the U.S. and elsewhere as they may govern the ownership and enforcement rights of Author.

2. Author makes the following representations and warranties regarding the Work:
   a. The Work is the sole and original work of Author.
   b. Author has full authority, capacity, and power to enter into this license.
   c. The Work contains no audio, information, programming, textual material, video, or other content or component that (1) is defamatory, (2) breaches or otherwise violates any existing agreements between Author and another party including confidentiality agreements and like arrangements, (3) infringes any intellectual property rights, including copyright, patent, trademark, trade secret or other rights of a third party, (4) and that any inclusion of copyrighted material into the Work was made with written permission or is consistent with a “reasonable and good faith” application of fair use as applied and codified in 17 U.S.C. §107 of United States law.

3. Author agrees to hold UL harmless and to indemnify UL for reasonable attorney fees, costs, and damages in the event of a claim or allegation arising from violations of clause 2 or arising from the breach of any representations and warranties expressed in this license.

4. Author acknowledges that UL may remove or otherwise disable the Work under the force of law, for allegations of infringement or other unlawful occurrences, or due to circumstances beyond UL control and that UL makes no representations or warranties whatsoever about the ETD program or whether the Work will be included in it or any iterations and versions of it today or in the future.

Author Signature: 
Printed Name: Jamal McFarland
Date: 5/10/2016