COREBOOST SOFTWARE

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1. BACKGROUND In the course of a fundamental research program at CSHL, useful software, entitled CoreBoost, hereinafter “CoreBoost”, was developed by Dr. Michael Zhang, Xiayue Zhao and Zhenyu Xuan, (the “Inventors”). CSHL is the sole owner of such software, and CSHL wishes to allow this software to be used to further scientific research and other applications in the public interest and is willing to grant licenses for such use to university and non-profit research institutions for internal use. INSTITUTION represents to CSHL that it is a university or other non-profit research organization and that it wishes to use CoreBoost only for internal research and development in compliance with the terms and conditions set forth in this Agreement.

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2.1.2 Effective Date: The date the last party hereto has executed this Agreement.

2.1.3 Field: Non-profit internal research and development only.

2.1.4 CoreBoost: An executable version of the CoreBoost software program developed at CSHL by the Inventors. CoreBoost: boosting with stumps for predicting transcriptional start sites.

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8. ACKNOWLEDGEMENT.

8.1 Licensee and/or its scientist shall acknowledge Xiayue Zhao and Zhenyu Xuan and Michael Zhang as the authors of CoreBoost and CSHL as its source in any publication discussing CoreBoost or results obtained using it.

8.2 Licensee and/or its scientist shall cite the following publication in any abstract, paper, or presentation referencing CoreBoost: Zhao, X, Xuan, Z, Zhang MQ, Boosting with stumps for predicting transcription start sites. *Genome Biol.* 2007; 8(2):R17

8.3 TERMINATION. Licensee may terminate this Agreement by providing thirty (30) days written notice to:

John Maroney, Vice President, Office of Technology Transfer
Cold Spring Harbor Laboratory
1 Bungtown Road
Cold Spring Harbor, NY 11724

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11.5 Neither Party is an agent or contractor of the other as a result of any transaction under or related to this Agreement. Neither Party may in any way pledge the other Party’s credit or incur any obligation on behalf of the other Party.

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11.8 Articles 5, 7, and 8 shall survive the termination of this Agreement.

This Agreement will be executed in two original versions, one belonging to each Party. The originals are valid counterparts of each other.

COLD SPRING HARBOR LABORATORY                     LICENSEE (INSTITUTION)

____________________________________  __________________________________
Signature      Signature of Authorized Institution Official
Jason Wen, Ph.D., MBA, CLp™
Assistant Director
Office of Technology Transfer

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Name of Authorized Institution Official
(please print)

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