COREBOOST_HM SOFTWARE

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BACKGROUND In the course of a fundamental research program at CSHL, useful software, entitled CoreBoost_HM, hereinafter “CoreBoost_HM”, was developed by Dr. Michael Zhang, Xiaowo Wang, Xiaoyue Zhao, Zhenyu Xuan, Yanda Li (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_HM 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_HM: An executable version of the CoreBoost_HM software program developed at CSHL by the Inventors. CoreBoost_HM: High-resolution human core-promoter with CoreBoost_HM.

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8. ACKNOWLEDGEMENT.

8.1 Licensee and/or its scientist shall acknowledge Xiaowo Wang, Xiayue Zhao, Zhenyu Xuan, Yanda Li and Michael Zhang as the authors of CoreBoost_HM and CSHL as its source in any publication discussing CoreBoost_HM 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_HM: Wang X, Xuan Z, Zhao X, Li Y, Zhang MQ., High-resolution human core-promoter prediction with CoreBoost_HM.. *Genome Biol.* 2009 Jan 13.

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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11.6 Each party is liable to the other only for actual damages for breach of this Agreement or any warranty contained herein, and not for special, consequential, incidental, or indirect damages arising out of this Agreement, however caused, under any theory of liability.

11.7 The provisions of this Agreement are severable in that if any provision in the Agreement is determined to be invalid or unenforceable under any controlling body of law, that will not affect the validity or enforceability of the remaining provisions of the Agreement.

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

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

LICENSSEE (INSTITUTION)

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Signature of Authorized Institution Official

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