

Cold Spring Harbor Laboratory

NON-EXCLUSIVE LICENSE AGREEMENT

DME Software

Cold Spring Harbor Laboratory, in the United States of America, having a principal place of business at One Bungtown Road, Cold Spring Harbor, NY 11724 (hereinafter "CSHL") and _____ having a principal place of business at _____ (hereinafter "INSTITUTION") agree as follows:

1. BACKGROUND

1.1 In the course of a fundamental research program at CSHL, useful software was developed by Dr. Michael Zhang's lab.

1.2 CSHL is the sole owner of such software, and CSHL desires to grant non-exclusive, restricted-use licenses for in-house use only.

1.3 INSTITUTION is interested in obtaining such a non-exclusive license and agrees to comply with the terms and conditions in this Agreement.

2. DEFINITIONS

"SOFTWARE" shall mean an executable software program which is an enumerative algorithm that discovers matrix based motifs with the greatest relative overrepresentation between two sets of sequences, entitled "Discriminating Matrix Enumerator" (DME), developed by Drs. Andrew D. Smith, Pavel Sumazin, and Michael Q. Zhang (the "Inventors") at CSHL and any derivatives or modifications, which shall be provided to INSTITUTION pursuant to Article 4 of this Agreement.

"IN-HOUSE USE" shall mean use only in conjunction with INSTITUTION's own internal research and development programs at the INSTITUTION and shall not include the offering for sale or providing of services to or for others.

"DERIVATIVES" shall mean modifications of the SOFTWARE and any derivative works made from the SOFTWARE.

"EFFECTIVE DATE" shall mean the date the last party hereto has executed this Agreement.

3. GRANT

3.1 CSHL hereby grants INSTITUTION a non-exclusive, non-transferable license, without the right to sublicense, under CSHL's copyright to use the SOFTWARE solely for its non-commercial IN-HOUSE USE. All right and title to the SOFTWARE and any copyrights therefore reside with CSHL. The INSTITUTION agrees not to transfer the SOFTWARE to any other non-profit or for-profit organizations.

3.2 INSTITUTION agrees not to make derivative works and modify the SOFTWARE thereby producing DERIVATIVES. However, if INSTITUTION corrects minor errors, such corrections shall be reported to CSHL. Neither the SOFTWARE nor DERIVATIVES may be transferred to a third party.

4. DELIVERY OF SOFTWARE

4.1 Within thirty (30) days from the EFFECTIVE DATE, CSHL shall deliver to INSTITUTION the SOFTWARE. INSTITUTION may make a reasonable number of copies of the SOFTWARE for the purpose of backup and maintenance of the software. All copies of such SOFTWARE shall contain the appropriate copyright notice of CSHL.

4.2 INSTITUTION shall not distribute or sell the SOFTWARE and/or DERIVATIVES to any third party without the prior written permission of CSHL. Furthermore, INSTITUTION agrees to maintain the SOFTWARE and DERIVATIVES as confidential.

4.3 Upon termination or expiration of this Agreement, INSTITUTION agrees to destroy all copies of SOFTWARE and DERIVATIVES in its possession and provide CSHL with a certificate attesting to their destruction.

5. MISCELLANEOUS

5.1 INSTITUTION agrees to comply with all governmental laws and regulations applicable to the use and production of the SOFTWARE and any DERIVATIVES. The SOFTWARE and/or DERIVATIVES shall not be used in any way for the diagnosis or treatment of humans.

5.2 INSTITUTION accepts the SOFTWARE "AS IS". NO WARRANTIES EXPRESSED OR IMPLIED ARE OFFERED, INCLUDING NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE SOFTWARE AND DERIVATIVES OR THEIR SAFETY, EFFECTIVENESS, OR COMMERCIAL VIABILITY. CSHL DOES NOT WARRANT THE MERCHANTABILITY OR FITNESS OF THE SOFTWARE AND DERIVATIVES OR THAT THEY MAY BE EXPLOITED WITHOUT INFRINGING THE COPYRIGHTS, PATENT RIGHTS OR PROPERTY RIGHTS OF OTHERS. Additionally, INSTITUTION agrees to indemnify, defend and hold harmless CSHL, their present and former trustees, officers, inventors of SOFTWARE, agents, employees, faculty and students from any claims, costs, damages

or losses arising out of this Agreement and from INSTITUTION's use of the SOFTWARE or DERIVATIVES provided in this Agreement. This indemnity shall survive termination of this Agreement.

5.3 INSTITUTION shall not use the name of Cold Spring Harbor Laboratory or any of its constituent parts, or any contraction or derivative thereof or the name of the inventors of SOFTWARE in any advertising, promotional, sales literature or fundraising documents without prior written consent from an officer of CSHL. INSTITUTION shall allow at least seven (7) business days notice of any proposed public disclosure for CSHL's review and comment or to provide written consent. INSTITUTION and/or its scientist shall acknowledge the Inventors of DME and CSHL as its source in any publication discussing DME or results obtained using DME.

5.4 This Agreement may not be assigned or sublicensed, nor the rights otherwise transferred by INSTITUTION.

5.5 The construction, performance and execution of this Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF the respective parties hereto have executed this Agreement by their duly authorized officers on the date appearing below their signatures.

COLD SPRING HARBOR LABORATORY

INSTITUTION NAME

By _____

By _____

(Signature of Authorized Institute Official)

Jason Wen, Assistant Director

Name _____

Office of Technology Transfer

Title _____

Date _____

Date _____

REQUIRED INFORMATION:

Recipient Scientist: _____
(print name)

Email: _____

Phone & Fax: _____

READ AND UNDERSTOOD BY:

Signature of Licensee's Scientist

Name of Licensee's Scientist (please print)

Title of Licensee's Scientist (please print)

Email Address

Phone and FAX Numbers

Phone and FAX Numbers

Date