

Cold Spring Harbor Laboratory

NON-EXCLUSIVE LICENSE AGREEMENT  
ESEfinder Software

Cold Spring Harbor Laboratory, having a principal place of business at One Bungtown Road, Cold Spring Harbor, NY 11724 (hereinafter "CSHL") and «Institue», having a principal place of business at «Address», «City», «State», «PostalCode» «Country» (hereinafter "INSTITUTE") agree as follows:

1. BACKGROUND

1.1 In the course of a fundamental research program at CSHL, useful software was developed by Drs. Adrian Krainer and Michael Zhang (the "Inventors").

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

1.3 INSTITUTE 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 the splice -recognition-site-finding software program entitled "ESEfinder" for analyzing genomic data developed at CSHL by the Inventors, which shall be provided to INSTITUTE pursuant to Article 5 of this Agreement.

"IN-HOUSE USE" shall mean use only in conjunction with INSTITUTE's own internal research and development programs at the INSTITUTE 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 INSTITUTE a non-exclusive, non-transferable license under CSHL's copyright to use the SOFTWARE solely for IN-HOUSE USE. All right and title to the SOFTWARE and any copyrights therefore reside with CSHL.

3.2 INSTITUTE is further granted the right to make derivative works and modify the SOFTWARE thereby producing DERIVATIVES. However, such DERIVATIVES may only be utilized for IN-HOUSE USE consistent with the scope of the license granted in Paragraph 3.1 and only as long as this Agreement is in effect. 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 INSTITUTE the SOFTWARE. INSTITUTE may make a reasonable number of copies of the SOFTWARE for the purpose of backup, maintenance of the software or the development of DERIVATIVES. All copies of such SOFTWARE shall contain the appropriate copyright notice of CSHL.

5.2 INSTITUTE and its Affiliates shall not distribute or sell the SOFTWARE and/or DERIVATIVES to any third party. Furthermore, INSTITUTE and its Affiliates agree to maintain and limit the use of the SOFTWARE and DERIVATIVES from outside commercial users through its website.

5.3 Upon termination or expiration of this Agreement, INSTITUTE and its Affiliates agree to return all SOFTWARE and DERIVATIVES to CSHL.

#### 6. MISCELLANEOUS

6.1 INSTITUTE and its Affiliates agree 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.

6.2 INSTITUTE 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, INSTITUTE and its Affiliates agree to indemnify, defend and hold harmless CSHL, their present and former trustees, officers, inventor of SOFTWARE, agents, employees, faculty and students from any claims, costs, damages or losses arising out of this Agreement and from INSTITUTE'S use of the SOFTWARE or DERIVATIVES provided in this Agreement. This indemnity shall survive termination of this Agreement.

6.3 INSTITUTE 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 inventor of SOFTWARE in any advertising, promotional, sales literature or fundraising documents without prior written consent from an officer of CSHL. INSTITUTE 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.

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

6.5 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:**

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**Signature of Licensee's Scientist**

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**Name of Licensee's Scientist (please print)**

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**Title of Licensee's Scientist (please print)**

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**Email Address**

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**Phone and FAX Numbers**

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**Phone and FAX Numbers**

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**Date**