



TECHNOLOGY TRANSFER & INTELLECTUAL PROPERTY SERVICES
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LA JOLLA, CA 92093-0910

Phone: 858-534-5815
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Date:

Attention:

Company Name :

Company Address:

Subject: “Inspect / MS-Alignment,” “PepNovo”, Case Nos.: 2006-833, 2006-834 (respectively)

Dear

The software entitled “Inspect / MS-Alignment,” “PepNovo” and specifically docketed as UCSD Case Nos. SD2006-833, SD2006-834 (collectively, the "SOFTWARE") was developed by Dr. Pavel Pevzner and associates ("Authors"), and the copyright rights are owned by UNIVERSITY.

Your company,

("COMPANY"), has expressed interest in obtaining from UNIVERSITY a copy of the SOFTWARE and a license to use and copy the SOFTWARE for evaluating its interest in obtaining a license to the SOFTWARE and its ability to install and use the SOFTWARE solely for evaluation purposes (“PURPOSE”).

In view of the above, UNIVERSITY is pleased to offer COMPANY a non-exclusive, nontransferable, limited site license for the object form of the SOFTWARE for the PURPOSE. This offer shall be open for five (5) business days from the date of this letter ("Offer Period"). This offer shall be deemed to be accepted by COMPANY on the date when this letter is executed by an authorized representative of COMPANY. The date of effect is the date of last signature ("Effective Date"). If this offer is not accepted by COMPANY during the Offer Period, the offer shall automatically lapse. *The terms and conditions of the site license offered are as follows:*

In order to avoid misunderstanding, UNIVERSITY would like to memorialize the terms and conditions of such a license by way of this agreement ("Agreement"). Accordingly therefore, COMPANY and UNIVERSITY agree that:

1. **Grant.** Subject to the terms and conditions of this Agreement, UNIVERSITY hereby grants to COMPANY, and COMPANY hereby accepts, a non-exclusive license under copyrights subsisting in the SOFTWARE to use and copy either the object or executable form of the SOFTWARE, for the PURPOSE, at the SITE (defined below) and for the TERM (defined below). COMPANY would use the SOFTWARE and practice such license at COMPANY'S facilities at:

("SITE") and during the period beginning on Effective Date and ending thirty (30) days from this date ("TERM")

2. **Transfer of Software.** Subject to the terms and conditions of this Agreement, UNIVERSITY hereby provides the SOFTWARE in executable format only.

3. **Consideration.** In consideration for the license granted in paragraph 1 herein, COMPANY promises that it will not:

- (a) copy the SOFTWARE in a single CPU or in a network, multiple CPU or multiple-user arrangement, except within the confines of the SITE;
- (b) use the SOFTWARE in a single CPU, in a network, multiple CPU or multiple-user arrangement or through the Internet, except within the confines of the SITE;
- (c) allow third parties to copy the SOFTWARE in a single CPU or in a network, multiple CPU or multiple-user arrangement, regardless of whether such installation occurs inside or outside of the confines of the SITE;
- (d) allow third parties to use the SOFTWARE in a single CPU, in a network, multiple CPU or multiple-user arrangement or through the Internet, regardless of whether such use occurs inside or outside of the confines of the Site;
- (e) allow third parties to make copies of the SOFTWARE;
- (f) gift, sell, lease, rent, lend or otherwise transfer the SOFTWARE to third parties; or
- (g) grant a sublicense under or assign to third parties any of the rights granted to COMPANY under this Agreement.
- (h) reverse engineer, decompile, translate, disassemble, or otherwise attempt to discover the source code of the Software.

4. **Installation.** COMPANY will assume all responsibility and expense arising from or relating to the installation of the SOFTWARE at the SITE. UNIVERSITY will not be obligated to provide support to COMPANY with respect such installation.

5. **Support.** COMPANY will assume all responsibility and expense for support arising from or relating to COMPANY'S use of the SOFTWARE. UNIVERSITY will not be obligated under this Agreement to provide support to COMPANY with respect to such use.

6. **No Warranties.**

- (a) THE LICENSE GRANTED HEREIN, AND THE SOFTWARE ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. UNIVERSITY MAKES NO REPRESENTATION OR WARRANTY THAT THE SOFTWARE WILL NOT INFRINGE ANY OTHER PATENT, COPYRIGHT OR OTHER PROPRIETARY RIGHTS.
- (b) IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM EXERCISE OF THE LICENSE GRANTED HEREIN OR THE USE OF THE SOFTWARE.
- (c) Nothing in this Agreement will be construed as:
 - (1) a warranty or representation by UNIVERSITY as to the validity or scope of any of the copyrights subsisting in the SOFTWARE;
 - (2) a warranty or representation that the use or reproduction of the SOFTWARE by COMPANY is or will be free from infringement of the patents or copyrights;
 - (3) an obligation to bring or prosecute actions or suits against third parties for copyright infringement;
 - (4) conferring by implication, estoppel or otherwise any license or rights under any copyrights of UNIVERSITY, other than the copyrights subsisting in the SOFTWARE; or
 - (5) an obligation to provide fixes or updates to the SOFTWARE.

7. **Termination.**

- (a) This Agreement and the license granted herein will terminate at the end of the Term. However, if during the Term, COMPANY fails to perform or violates any material term of this Agreement, then UNIVERSITY may give written notice of default ("Notice of Default") to COMPANY. If COMPANY fails to cure the default within ten (10) days of the effective date of Notice of Default, UNIVERSITY may terminate this Agreement and the license granted herein by a second written notice ("Notice of Termination") to COMPANY. If a Notice of Termination is sent to COMPANY, this Agreement and the license granted herein will automatically terminate on the effective date of that notice.
- (b) Upon termination of this Agreement for any reason, COMPANY will:
 - (1) immediately cease using the SOFTWARE;
 - (2) immediately remove all copies of the SOFTWARE from all computer systems and/or cell phones at the SITE; and
 - (3) within thirty (30) days of the date of such termination, return to UNIVERSITY the SOFTWARE and copies thereof then in COMPANY'S possession that are not on the computer systems at the SITE.

(c) COMPANY'S obligations under this paragraph will survive termination of this Agreement.

8. **Amendments.** No amendment or modification of this Agreement will be valid or binding on the parties unless made in writing and signed on behalf of each party.

If you agree with the terms and conditions as set forth above, kindly sign and date below and return this agreement by facsimile to William J. Decker, Technology Transfer & Intellectual Property Services at: 858/534.7345; or by mail to William J. Decker at: Technology Transfer & Intellectual Property Services, Mail Code – 0910, University of California, San Diego, 9500 Gilman Drive, La Jolla, CA 92093-0910.

Also, if you desire a commercial license to use, copy, make derivative works and/or distribute the SOFTWARE, please contact William J. Decker of the Technology Transfer & Intellectual Property Services office by telephone at 858/822.5128, facsimile at 858/534.7345, or e-mail at wjdecker@ucsd.edu.

COMPANY:

By _____
Signature

Name:

Title:

Date _____

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA:**

By _____
Signature

Jane C. Moores, Ph.D.

Assistant Vice Chancellor
Technology Transfer and
Intellectual Property Services

Date _____

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