Instructions for licensing PolyPhred

The PolyPhred program is made available as part of the University of Washington's Express Licensing program. You will find the license fee structure identified in Attachment A. To license the software, please do the following:

1. Print and complete the attached license agreement form and all required schedules.
2. Have the license signed by an authorized representative prior to the expiration date stated in the license agreement.
3. Include the name, mailing address, phone number, and e-mail address of your organization's purchasing officer when you fax the signed agreement(s) to our office at: (206) 616-3322. You may also send a Purchase Order at this time.
4. Please mail the original license agreement to:

> ATTN: Contracts Manager
> UW Center for Commercialization
> Box 354990
> Seattle, WA 98195-4990

5. When everything is in order, we will fax a copy of the executed agreement to you with an invoice. The invoice will include a license agreement number. Payment options are by check or by wire transfer.

    If you pay by check, be sure to include the invoice number and license number. Please mail the license fee to:
    > ATTN:
    > UW Center for Commercialization
    > University of Washington
    > 4311 11th Avenue NE Suite 500
    > Seattle, WA 98105-4608

    If you pay by wire transfer, the transfer is subject to a $50 fee. You must follow the instructions on the invoice in order to pay with a wire transfer. A confirmation of the wire transfer amount and date by the issuing bank will substitute for confirmation by UW.

If you have any questions about this process, you may contact our office.

Express Licensing Team (license@u.washington.edu)
UW Center for Commercialization
Phone: 206.543.3970   Fax: 206.616.3322

http://depts.washington.edu/ventures

<div align="center">**Software Site License Agreement**</div>

The University of Washington, a public institution of higher education having administrative offices in Seattle, Washington 98195 ("UW") and _____ ("Licensee") agree as follows:

Background   UW desires to publish research codes in furtherance of its public interest mission. Distribution of research codes is best facilitated by licensing a broad range of rights to industry to utilize these codes for further development. This code was supported in part by federal grants.

    Licensee desires to invest in the development and publication of UW research codes and assist in the alignment of use of this code between UW and industry.

Definitions   "Agreement" means this Site License Agreement.

    "Effective Date" means the latest date upon which this Agreement is fully executed by both Licensee and UW.

    "Software" means the PolyPhred software application for the detection of putative heterozygous sites for single nucleotide variations from amplified DNA. The Software version shall be executable code of the current release version made available by UW. The Software requires authorized access to the applications Phrap, Phred, and Consed available for license from UW and certain licensed distributors.

    "Modifications" mean any changes or extensions introduced into the Software or otherwise based on or derived from the Software. Modifications may include, but are not limited to, corrections of program errors, translations and stylistic restructuring of the Software, addition or deletion of functions or enhancement of existing functions of the Software, changes, or additions required to integrate the Software into other applications or to allow the Software to run under alternative operating systems or computer hardware configurations, and other adaptations of the Software.

    "Sites" means single street addresses, buildings, single campuses, or other single geographic locations at which the Software shall be maintained. Sites authorized to maintain the Software are listed in Attachment A.

    "Technical Contact" means the individual authorized by Licensee to receive the Software and conduct all technical correspondence with UW. The Technical Contact shall be:

    Name _____

    Email _____

    Phone _____

    "License Fee" shall mean the fee due by Licensee under this Agreement as set forth in Attachment A.

Grant
Commencing on the Effective Date, UW hereby grants to Licensee, and Licensee accepts, a limited, non-exclusive license to run, copy and display the Software at the Site(s). These grants are limited to Licensee's use at the Site and do not authorize Software use by third parties not located at the Site via the Internet or any other means.

Licensee shall gain no ownership in the Software. Licensee agrees not to allege or enjoin infringement or misappropriation by UW in any Software modifications, extensions, or other improvements prepared by UW, or by any third party obtaining Software modifications, extensions, or other improvements under license from UW.

Licensee shall retain in the Software the copyright, trademark, or other notices pertaining to the Software as provided by UW.

Licensee shall not distribute, publish, or otherwise transfer or allow to be transferred the Software, in whole or in part, without prior written permission of UW.

Licensee acknowledges that the Software operates in an environment of emerging scientific information and program limitations directed at emerging scientific information are not program bugs for the purposes of this Agreement.

Instruction
For one (1) year from the Effective Date, UW shall endeavor to correct program bugs relating to the Software's operation, and to provide to Licensee advice and answers to inquiries made in the form of electronic mail to UW at the following address:

primary contact: debnick@u.washington.edu.
secondary contact   dpc@u.washington.edu

Any such efforts by UW, however, shall be on an "as available" basis.

Delivery
After UW has received the license fee, UW shall provide Licensee access to the Software by means of internet transmission (email and/or ftp) following execution of this Agreement and receipt of payment specified herein. Delivery is authorized by Licensee to be made to the Technical Contact, who shall serve as Licensee's technical contact for UW with respect to the Software. Delivered executable code shall be compiled to operate under one (checked) of the following operating platforms:

_____ Solaris   _____ HP-UX   _____ SGI/IRIX

_____ SunOS   _____ DEC-Alpha   _____ Linux

Payment
Licensee shall pay to UW fees as set forth in Attachment A, due and payable upon execution of this Agreement and at each anniversary of the Effective Date. Licensee shall indicate the number of Sites for which the Software is licensed and the appropriate fee calculation. Payment shall be made in U.S. dollars by check or money order payable to the University of Washington, and delivered to University of Washington, UW Center for Commercialization, 4311 11th Avenue NE, Ste. 500, Seattle, WA 98105-4608. Wire transfers must be approved by UW by contacting

license@u.washington.edu and following the UW Invoice instructions. Licensee shall be responsible for any charges, taxes and/or customs duties associated with payments made under this Agreement.

Term
This Agreement shall be effective until terminated as provided herein.

Termination
Licensee may terminate this Agreement at any time upon written notice to UW. If Licensee terminates this Agreement, or terminates one or more of the licenses granted herein, within thirty (30) days of delivery to Licensee of the Software, UW shall refund any fee paid by Licensee to UW for such license(s) upon fulfillment by Licensee of its obligations under this Agreement.

UW may terminate this Agreement upon notice if Licensee is in material breach of this Agreement. Such termination shall be effective thirty (30) days after written notice to Licensee specifying the breach. If the specified breach is cured before the effective date of termination, the Agreement shall not be terminated and the notice thereof shall have no effect. "Material Breach" means a default on any obligations set forth under Grant, Use of Name, Payment, and Indemnification.

The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

Termination of this Agreement shall terminate all rights and licenses granted to Licensee relating the Software. Licensee shall return the Software and all copies thereof to UW within ten (10) days after termination, or shall certify in writing to UW within ten (10) days after termination that the Software and all copies or modifications thereof have been destroyed.

Disclaimers
The Software has been developed as part of research conducted at the University of Washington. The Software is experimental in nature and is made available "AS IS," without obligation by UW to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Software is with Licensee.

UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE, LICENSED SUBJECT MATTER, LICENSED RIGHTS, DISCLOSED, OR OTHERWISE PROVIDED TO LICENSEE UNDER THIS AGREEMENT.

Indemnification
Licensee shall indemnify, defend and hold harmless UW and its officers, regents, employees, students and agents, against any and all claims, suits, losses, damages, costs, fees and expenses resulting from Licensee's possession and/or use of the Software, including by not limited to any damages, losses or liabilities whatsoever with respect to death or injury to any person and damage to any property. This indemnification clause shall survive the termination of this Agreement.

General

This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Washington. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington. Licensee accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts. Headings are provided for convenience only.

No omission or delay of either party hereto in requiring due and punctual fulfillment of the obligations of any other party hereto shall be deemed to constitute a waiver by such party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder. Amendments to this Agreement must be in writing, reference this Agreement, and be signed by duly authorized representatives of UW and Licensee.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

This Agreement and the rights and benefits conferred upon Licensee hereunder may not be assigned or otherwise transferred by Licensee without the prior written consent of UW.

This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof.

UW and Licensee have executed this Agreement by their respective duly authorized representatives on the dates given below.

Licensee   **University of Washington**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Attachment A

I.   Site information

Site(s) authorized to use Software:

- Site #1:_____

- Site # 2: _____

II.   Upfront fee, due at execution of Agreement.

License Fee Schedule	1 Site	2-4 Sites (Each)	5+ Sites (Each)
PolyPhred (Executables)	$3,000	$2,400	$1,680

III.   Annual maintenance fee, due on the each anniversary of Effective Date.

License Fee Schedule	1 Site	2-4 Sites (Each)	5+ Sites (Each)
PolyPhred (Executables)	$1,200	$960	$672

III.   Fee Information

Software Description	Quantity	Unit fee	SubTotal
PolyPhred	_____	$_____	$_____

Please include a Wire Transfer Fee of $50 if using wire transfer.

License Fee Due on Signature $_____