

## Instructions for Licensing SeqHelp

---

*Digital Ventures*

The SeqHelp software is made available as part of the University of Washington's Express Licensing program. You will find the royalty and payment structure identified in Attachment B of the attached license agreement.

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: Digital Ventures Contracts Manager  
    Digital Ventures  
    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: Digital Ventures  
    UW TechTransfer  
    University of Washington  
    4311 11<sup>th</sup> 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  
Digital Ventures (license@u.washington.edu)  
UW TechTransfer  
Phone: 206.616.3451                      Fax: 206.616.3322

---

<http://depts.washington.edu/ventures>

## Software Site License Agreement

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 the following grants: NIH RO1-DC01076 and NIH R01-CA27632

Licensee desires to invest in the development and publication of UW research codes and assist in the alignment of use of these codes 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.

"Code" means the code as identified in Attachment A (in the format specified).

"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.

"Software" means the following current release versions of the Code (as specified in Attachment A) for which Licensee desires to obtain licenses:

---

"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 as follows:

---

"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 total amount due by Licensee under this Agreement as set forth below:

Code Description	Quantity	Unit Royalty	SubTotal
_____	_____	\$_____	\$_____

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

License Fee Due on Signature \$\_\_\_\_\_

**Grant**

Commencing on the Effective Date, UW hereby grants to Licensee, and Licensee accepts, a limited, non-exclusive license to use the Software at the Site(s), to modify the Software for use at the Site(s), and to make such copies of the Software in original or modified form as are necessary for use at the Site(s). This grant is limited to Licensee's use at the Site and does 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 and any modifications 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 or any modified or unmodified copies thereof, in whole or in part, without prior written permission of UW.

**Delivery**

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.

**Payment**

Licensee shall pay to UW royalties as set forth in Attachment B, due and payable upon execution of this Agreement. With each payment, Licensee shall indicate in the definition section of this Agreement, the number of Sites for which the Software is licensed and the appropriate royalty 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, Office of Technology Transfer, 4311 11<sup>th</sup> 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 breach of this Agreement and fails within thirty (30) days of a written demand for performance to cure such breach.

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**

To the extent allowed by law, Licensee shall indemnify and hold harmless UW, and its officers, Software developers, 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 but 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.

This Agreement shall become effective only if fully executed prior to June 30, 2008.

**Licensee**

**University of Washington**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment A**

All platforms and formats are subject to change without notice.

“SeqHelp”: A program for organizing information pertinent to molecular sequence analysis.  
Source format only.

## Attachment B

<u>Royalty Schedule</u> SeqHelp 1.0	<u>1 Site</u> \$1,500	<u>2-4 Sites (Each)</u> \$1,100	<u>5+ Sites (Each)</u> \$800
--	--------------------------	------------------------------------	---------------------------------