

## PRIMUS Software Site License – Commercial

Commercial users are required to obtain this license in order to use PRIMUS. Please fill out the license agreement and return it to UW CoMotion.

### Procedure for filling out the license:

1. Complete the site and contact information on Attachment B.
2. Complete the license fee on Attachment C.
3. Print out the attached license agreement form and Attachments A, B, & C.
4. Have the license agreement signed by an authorized representative of your institution.
5. E-mail the partially executed agreement to [license@u.washington.edu](mailto:license@u.washington.edu), or fax it to (206) 616-3322. You may also include a Purchase Order, if needed.
6. UW CoMotion will review the agreement, countersign it or contact you. When the license is complete, you will receive a copy of the executed agreement with an invoice.
7. Upon receipt of payment, you will receive a confirmation from UW CoMotion. If you pay by wire transfer, a confirmation by facsimile of the wire transfer amount and date by the issuing bank will substitute for confirmation by UW. Software access information will be sent to the Technical Contact via email.
8. Please contact our office if you have any questions about this process:

UW CoMotion  
University of Washington  
Phone: (206) 543-3970  
Fax: (206) 616-3322  
Email: [license@u.washington.edu](mailto:license@u.washington.edu)

**Non-Exclusive Software Site License Agreement**  
**PRIMUS Software**

The University of Washington, a public institution of higher education and an agency of the state of Washington, acting through its office, UW CoMotion, Technology Licensing, Seattle, Washington (“UW”) and \_\_\_\_\_, having administrative offices in \_\_\_\_\_, herein “Licensee” (individually “Party” or collectively “Parties”) agree as follows:

**Background**

UW has developed software code known as PRIMUS with UW reference numbers 46363 which reconstructs unknown pedigrees and/or validates a previously ascertained pedigree. UW desires to publish and enable adoption of research software code in furtherance of its public interest mission. Distribution of research software code as a research tool is facilitated by licensing the code for development and use. Some of the code was supported in part by the following grants: NSF DGE-O79124; NIH U54HG006493 and NIH T32 HG00035.

Licensee desires to obtain UW research software code for use of UW research software code at one or more of the Licensee’s sites.

**1. Definitions**

- 1.1. “Agreement” means this Non-Exclusive Software Site License Agreement.
- 1.2. “Copyright” means the UW’s copyright in Software as ascribed in Sections 102 et seq. of the United States Copyright Act, amended from time to time, and International Treaty provisions, in effect from time to time, relating to the protection of copyrights worldwide.
- 1.3. “Effective Date” means the latest date upon which this Agreement is fully executed by Licensee and UW.
- 1.4. “Licensing Contact” means the individual responsible for administering the financial terms of the Agreement and related correspondence from UW as listed on Attachment B.
- 1.5. “License Fee” means the amount due by Licensee under Section 5 “License Fee” and Attachment C.
- 1.6. “Modifications” mean any additions, 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, 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.
- 1.7. “Site” means single street addresses, buildings, single campuses, or other single geographic locations at which the Software will be maintained. Site(s) authorized to maintain the Software is (are) listed on Attachment B. For clarity, remote or cloud access to the Site is not included in the definition.

1.8. “Software” means the current versions of the PRIMUS software code as available on the Effective Date, and as specified in Attachment A (in the format specified), as well as official updates as released from time to time by UW.

1.9. “Technical Contact” means the individual authorized by Licensee to receive the Software and conduct all technical correspondence with UW as listed on Attachment B.

## **2. Grant**

2.1. Grant of Rights in Software Copyright. Commencing on the Effective Date, and provided that Licensee pays the License Fee and conforms to the terms and conditions of this Agreement, UW hereby grants, and Licensee accepts, a limited, non-exclusive license under Copyright 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). The license grant herein is limited to Licensee’s use at the Site(s) and does not authorize Software use by third parties at the Site or by anyone not located at the Site via the Internet or any other means.

2.2. UW Reservation of Rights. UW does NOT hereby grant Licensee the right to grant sublicenses or to assign its rights under this Agreement.

2.3. No Licensee Ownership in Software. Licensee shall gain no ownership in the Software under this Agreement. Licensee acknowledges the right of UW to prepare and publish UW-prepared Modifications to Software that may be substantially similar or functionally equivalent to Licensee’s Modifications and improvements, and if Licensee obtains patent protection for any Modification or improvement to the Software, Licensee agrees not to allege or enjoin infringement of any of its patents by UW or UW’s licensees.

2.4. Proprietary Markings. Licensee shall not remove or alter in the Software, or in any Modifications, the proprietary notices and legends as provided by UW, including without restriction any copyright, trademark and legends pertaining to attribution, source of developments, funding sources, and disclaimer of risk. At the request of UW, Licensee shall promptly modify such proprietary notices and legends to conform to UW’s reasonable requirements.

2.5. Licensee Shall Not Distribute Software. Licensee shall not distribute, publish, transfer, allow to be transferred, or otherwise dispose of the Software or any Modifications or copies thereof, in whole or in part, without prior written permission of UW.

2.6. Software Updates. UW may, in its sole discretion, offer periodic, unofficial updates. If Licensee accepts these unofficial updates, such updates shall be covered under the terms of this Agreement.

## **3. Use of Names**

Licensee shall not use the name “University of Washington”, any abbreviation thereof, or any other means for identifying UW, or the names of any UW personnel or identifiers of the Software without prior written approval from UW, except as expressly authorized in this Agreement.

## **4. 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. Licensee hereby authorizes UW to deliver the Software to the Technical Contact.

## **5. License Fee**

Licensee shall pay to UW the License Fee as set forth in Attachment C, the License Fee payment due within 30 days of the Effective Date of this Agreement. Licensee shall be responsible for any charges, taxes and/or customs duties associated with payments made under this Agreement. Payment via wire transfer incurs an additional \$50 fee.

## **6. Term and Termination**

6.1. Term. This Agreement shall remain effective for two (2) years, or until terminated as set forth herein.

6.2. Termination by Licensee. Licensee may terminate this Agreement at any time upon written notice to UW. The termination shall be effective 30 days from date of notice.

6.3. Termination by UW. UW may terminate this Agreement upon notice if Licensee is determined to be, in the sole discretion of UW, in material breach of this Agreement. The termination shall be effective 30 days from the date of notice. 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.

6.4. No Limitation on Remedies. The provisions under which this Agreement may be terminated will 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.

6.5. Effect of Termination. Termination of this Agreement will terminate all rights and licenses granted to Licensee relating to the Software. Licensee shall certify in writing to UW within 10 days after termination that the Software, all copies made by Licensee during the term of this Agreement, and all Modifications thereof have been destroyed.

## **7. Warranties and Disclaimers**

7.1. Corporate Warranty. Each Party represents and warrants to the other Party that it has full corporate power and authority to execute, deliver, and perform this Agreement, and that no other corporate proceedings by such Party are necessary to authorize the Party's execution or delivery of this Agreement.

7.2. Software Provided "AS-IS". THE SOFTWARE HAS BEEN DEVELOPED AS PART OF RESEARCH CONDUCTED AT UW AND IS PROVIDED AS A RESEARCH COURTESY. THE SOFTWARE IS EXPERIMENTAL IN NATURE AND IS AVAILABLE "AS IS," WITHOUT OBLIGATION BY UW TO PROVIDE LICENSEE SERVICES OR SUPPORT EXCEPT AS SPECIFIED IN THIS AGREEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH LICENSEE.

7.3. General Disclaimer. UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS

OR IMPLIED, PERTAINING TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE SOFTWARE DISCLOSED OR ANY OTHER MATERIALS OTHERWISE PROVIDED TO LICENSEE UNDER THIS AGREEMENT.

7.4. Damages Cap. Under no circumstances shall UW be liable in any lawsuit or other source of liability for more than payments received under this Agreement.

## **8. 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 (including, without limitation, reimbursing reasonable attorneys' fees and other costs and expenses of defense) 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.

## **9. General**

9.1. Governing Law, Venue. This Agreement will be construed in accordance with, and its performance will be governed by, the laws of the State of Washington. Any suit, action, or proceeding arising out of or relating to this Agreement will be decided in King County, Washington. Licensee accepts the venue and jurisdiction of the Federal District Court of Washington, Seattle, or the King County Superior Courts and hereby waives any right to object to the governing law and venue provided herein.

9.2. No Waiver of Rights. No omission or delay by 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.

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

9.4. No Assignment. 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.

9.5. Force Majeure. In the event either Party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the non-performing Party, the non-performing Party shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay.

9.6. Entire Agreement, Construction. 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. Headings are provided for convenience only.

The Parties have signed below to indicate acceptance to the terms of this Agreement:

**Licensee**

**University of Washington**

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

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

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

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

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

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

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

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

## **Attachment A Software**

Software licensed under this Agreement shall be licensed in source code format only, known as PRIMUS. Any source code licensed under this Agreement shall be in the [...C++ programming language?]. The Software available for licensing under this Agreement performs the following function(s):

1. Reconstruction of pedigrees within a genetic dataset. PRIMUS can verify expected pedigree structures from genetic data, and identify and incorporate novel, cryptic relationships into pedigrees.
2. Identification of the maximum set of unrelated individuals in any dataset, and allows weighting parameters to be utilized in unrelated sample selection.

**Attachment B**  
**Site and Contact Information**

<b>Site(s) authorized to use Software:</b>	
Site 1.	
Site 2.	

<b>Technical Contact</b>	
Name	
Title	
Email	
Phone	
Mailing Address	
City, State, Zip	

<b>Licensing Contact</b>	
Name	
Title	
Email	
Phone	
Mailing Address	
City, State, Zip	



**Attachment C  
License Fee**

Licensee shall pay to UW the License Fee per the terms of the license fee schedule below. **Please include the wire transfer fee in the “Total Amount Due” total if you are paying by wire transfer. UW will invoice you with the correct amount due.**

Fee		Sub-total
License fee per site: US \$5,000.00	# Sites	
Wire transfer fee: US \$30.00		
<b>Total Amount Due</b>		

The initial License Fee payment shall be paid within 30 days of the Effective Date,