

CADD Scores License – Commercial

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

Procedure for filling out the license:

1. Complete contact information on Attachment B.
2. Complete the Annual license fee schedule 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, 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. Scores access information will be sent to the Company 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

Non-Exclusive License Agreement C-Scores

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

Background

UW has developed a Combined Annotation Dependent Depletion (CADD) framework that integrates multiple annotations into one metric by contrasting variants that survived natural selection with simulated mutations. Pre-computed CADD-based scores (“C-scores”) were generated for all 8.6 billion possible single nucleotide variants (SNVs) of the reference genome, as well as for all variants from the 1000 Genome and ESP variant releases and enable scoring of short insertions/deletions. C-Scores have a UW reference number 46574.

UW desires to publish and enable adoption of the scores in furtherance of its public interest mission. Distribution of research data as a research tool is facilitated by licensing the data for development and use. Some of the development was supported in part by the following grants: NHGRI U54HG006493; NIH DP1HG007811 and NIH DP50D009145.

Licensee desires to obtain UW C-Scores data for internal research use at Licensee’s site and distribution in Licensee’s Services.

1. Definitions

- 1.1. “Agreement” means this Non-Exclusive License Agreement.
- 1.2. “Annual License Fee” means the annual amounts due by Licensee under Section 5 “Annual License Fee” and Attachment C.
- 1.3. “C-Scores” means pre-computed scores using Combined Annotation Dependent Depletion (CADD). The current versions of the data, 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.
- 1.4. “Copyright” means the UW’s copyright in C-Scores 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.
- 1.5. “Effective Date” means the latest date upon which this Agreement is fully executed by Licensee and UW.
- 1.6. “Licensing Contact” means the individual responsible for administering the financial terms of the Agreement and related correspondence from UW as listed on Attachment B.
- 1.7. “Licensed Patent” means pending PCT application with UW reference number 46574.02WO2.

1.8. “Licensed End User” means a third party who is receiving Licensed Services and whose sole right to Licensed Patent and C-Scores as part of Licensee’s Licensed Service with no rights to provide access to other parties.

1.9. “Licensed Services” means any Licensee product or service that uses all or any part of the Software.

1.10. “Modifications” mean any additions, or changes introduced into the C-Scores or otherwise based on or derived from the C-Scores. Modifications may include, but are not limited to, corrections, translations, stylistic restructuring, addition or deletion of data or enhancement of existing functions of the data, changes or additions required to integrate the data into other applications and other adaptations of the C-Scores.

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

2. Grant

2.1. Grant of Rights in Copyright. Commencing on the Effective Date, and provided that Licensee pays the Annual License Fee and conforms to the terms and conditions of this Agreement, UW hereby grants, and Licensee accepts, a limited, non-exclusive, non-transferable license under Copyright with rights to publicly perform and display, distribute for internal research purposes and to Licensed End Users, to reproduce a copy for archival purposes and to create Modifications solely to be used in Licensed Services.

2.2. Grant of Rights in Licensed Patent for use in Licensed Services. Subject to the terms and conditions of this Agreement, UW hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, worldwide, license in the Field of Use to make, have made, and sell Licensed Services solely to the extent necessary to practice or distribute C-Scores as part of Licensed Services.

2.3. Grant of Rights in Licensed Patent for Internal Use. Subject to the terms and conditions of this Agreement, UW hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive license, internal to Licensee, to make and/or use C-Scores or other products or goods that are covered by one or more claims of Licensed Patent. The license granted in this Section 2.2 is limited to the inventions that are expressly claimed in Licensed Patent. No provision of this Agreement grants to Licensee, by implication, estoppel or otherwise, any rights other than the rights expressly granted it in this Agreement to Licensed Patent, or to any other UW-owned technology, patent applications, or patents.

2.4. Licensee shall have the rights to grant Sublicenses to Licensed End Users only to the extent necessary to provide Licensed Services to End Users. Licensee shall not have the right to Sublicense any further rights under this Agreement.

2.5. UW Reservation of Rights. UW reserves all rights not expressly granted in this Agreement. Other than the sublicense right to End Users provided in Section 2.4, UW does NOT hereby grant Licensee the right to grant sublicenses. UW does NOT grant Licensee the right to assign its rights under this Agreement.

2.6. No Licensee Ownership in C-Scores. Licensee shall gain no ownership in the C-Scores, Licensed Patent, or any other material provided under this Agreement. Licensee acknowledges the right of UW

to prepare and publish UW-prepared Modifications to C-Scores 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 C-Scores, Licensee agrees not to allege or enjoin infringement of any of its patents by UW or UW's licensees.

2.7. Proprietary Markings. Licensee shall not remove or alter in the C-Scores, or in any Modifications, the proprietary notices and legends as provided by UW, including without restriction any copyright, trademark, patent notices 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.

2.8. C-Scores 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 data without prior written approval from UW, except as expressly authorized in this Agreement.

4. Delivery

UW shall provide Licensee access to the C-Scores (as described in Attachment A) 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 C-Scores to the Company Technical Contact.

5. Annual License Fee

Licensee shall pay to UW the Annual License Fee as set forth in Attachment C, the first Annual License Fee payment due within 30 days of the Effective Date of this Agreement and later Annual License Fee payment(s) due by each anniversary of the Effective Date during the remaining term 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 the 30 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. After termination of this Agreement, Licensee shall not perform and display, distribute for internal research purposes and to Licensed End Users, reproduce for archival purposes or create Modifications of the Licensed Technology and shall have no further license rights to the Licensed Technology. Licensee shall certify in writing to UW within 10 days after termination that the C-Scores, 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. C-Scores Provided "AS-IS". THE C-SCORES HAVE BEEN DEVELOPED AS PART OF RESEARCH CONDUCTED AT UW AND IS PROVIDED AS A RESEARCH COURTESY. THE C-SCORES ARE 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 C-SCORES 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 C-SCORES 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.

7.5. Patent Disclaimers. University expressly disclaims any warranties concerning and makes no representations:

7.5.1. Patent Issuance. That the Licensed Patent(s) will be approved or will issue;

7.5.2. Licensed Patent Validity/Scope. Concerning the validity or scope of any Licensed Patent;
or

7.5.3. Non-Infringement. That the manufacture, use, sale, lease or other disposition of a Licensed Product will not infringe a Third Party's patent or violate a Third Party's intellectual property rights.

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 C-Scores, 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
C-Scores

C-Scores licensed under this Agreement shall be in block-gzip compressed tab-separated text format. The files provided under this Agreement are as follows:

1. All possible SNVs of GRCh37/hg19
2. All possible SNVs of GRCh37/hg19 incl. all annotations
3. Pre-scored InDel set to initiate local set-up

4. **Attachment B**

Contact Information

Company Technical Contact	
Name	
Title	
Email	
Phone	
Mailing Address	
City, State, Zip	

Licensing Contact	
Name	
Title	
Email	
Phone	
Mailing Address	
City, State, Zip	

Attachment C
Annual License Fee

Licensee shall pay to UW the Annual 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.

Annual License Fee	Sub-total
Annual license fee: US \$10,000.00	
Wire transfer fee: US \$50.00	
Total	

The initial Annual License Fee payment shall be paid within 30 days of the Effective Date, and Annual License Fee payment(s) for subsequent year(s) of the agreement’s term shall be paid prior to the anniversary of the Effective Date.