SOFTWARE LICENSE AGREEMENT

This agreement ("Agreement") is effective Date by and between Institution ("LICENSEE") having an address of _____________________________________________________________, and The Regents of the University of California ("THE REGENTS"), a California corporation having its statewide administrative offices at 1111 Franklin Street, Oakland, California 94607-5200, and acting through its Office of Technology Management, University of California San Francisco, 185 berry Street, Suite 4603, San Francisco, CA 94107.

This Agreement concerns the Modem software, capable of predicting the regulatory targets of transcription factors ("SOFTWARE"), jointly developed by Dr. Hao Li at the University of California San Francisco and Drs. Wei Wang, J. Michael Cherry, and David Botstein of Stanford University (UCSF Case No.SF2005-114).

Stanford University, as a joint owner of the SOFTWARE, has agreed to allow THE REGENTS the sole responsibility for administering and commercializing the SOFTWARE, and accordingly THE REGENTS has the authority to license the entire interest in the SOFTWARE.

The development of the SOFTWARE was sponsored in part by the National Institutes of Health ("NIH") and this Agreement and the SOFTWARE are subject to obligations to the United States ("U.S.") Federal Government under 35 U.S.C. §§ 200-212 and applicable U.S. governmental regulations.

TERMS

1. Upon receipt of a copy of this license duly signed by LICENSEE, THE REGENTS will deliver one copy of the SOFTWARE to the LICENSEE and grant to the LICENSEE a non-exclusive, non-transferable license to install and use the SOFTWARE on computers located at LICENSEE'S institution for internal, non-commercial research purposes only. Use of this SOFTWARE is restricted to the LICENSEE, and sale of the SOFTWARE is expressly prohibited.

2. THE REGENTS retains ownership of all materials delivered to the LICENSEE. Any modifications of or derivative works based on the SOFTWARE are considered part of the SOFTWARE and ownership thereof is retained by THE REGENTS. Annual reports of such modifications are to be made to THE REGENTS.

3. The LICENSEE shall not disclose in any form either the delivered SOFTWARE or any modifications of or derivative works based on the SOFTWARE to third parties.

4. The LICENSEE may make a reasonable number of copies of the SOFTWARE for the purposes of backup, maintenance of the SOFTWARE or the development of derivative works based on the SOFTWARE. These copies will carry the copyright notice and will be controlled by this license, and will be destroyed by the LICENSEE upon termination of the license.

5. If the LICENSEE receives a request to furnish all or any portion of the SOFTWARE to any third party, the LICENSEE will not fulfill such a request and will refer it in writing to THE REGENTS.
6. THE LICENSEE AGREES THAT THE SOFTWARE IS FURNISHED “AS IS” AND THAT THE REGENTS IN NO WAY WARRANTS THE SOFTWARE OR ANY OF ITS RESULTS AND IS IN NO WAY LIABLE FOR ANY USE LICENSEE MAKES OF THE SOFTWARE.

7. This Agreement shall be governed by the laws of the State of California. The parties hereby submit to the exclusive jurisdiction of the courts of the State of California in all matters concerning this Agreement.

8. The parties intend that this Agreement is binding upon each of their respective heirs and assigns.

9. The license granted to LICENSEE hereunder may not be assigned or transferred to any other person or entity without the express written consent of THE REGENTS, which consent shall not be unreasonably withheld.

10. If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

11. This Agreement may not be amended or superseded except in writing signed by the parties.

12. This Agreement supersedes all other previous or contemporaneous agreements or understandings between the parties, whether verbal or written, concerning the subject matter hereof.

13. Use of this SOFTWARE in contractual arrangements with third parties requires such parties to license the software directly from THE REGENTS.

14. Alterations of or additions to this Agreement shall be made in writing and duly executed by representatives of both parties.

15. The use of the SOFTWARE is restricted to the intended purpose and is not to be used for production purposes or reverse engineering.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the dates given below:

LICENSEE: [NOTE: needs to be signed by an authorized representative of the institution]

By: ________________________________ (signature)

Name: ______________________________ (please print)

Title: ______________________________

Date: _____________________________

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By: ________________________________ (signature)

Name: Joel B. Kirschbaum (please print)

Title: Director
       Office of Technology Management

Date: _____________________________