Genome Browser in the Cloud License Agreement

This is a legal agreement between you and The Regents of the University of California on behalf of its Santa Cruz campus (“Regents”). By ACCEPTING this agreement, you agree to be bound by the terms of this Non-Exclusive License Agreement. When you check the box for acceptance and start using the UCSC Genome Browser in the Cloud, you will still be bound by the terms of this Non-Exclusive License Agreement.

This Agreement is for the use of the UCSC Genome Browser in the Cloud in an educational, research, clinical, non-profit, governmental, or for-profit (corporate) setting.

1.) Definitions The following definitions apply herein:

   (a) “Licensee” or, alternatively, “You” means the individual or entity who is accepting this Agreement and completing the Licensee Information section.

   (b) "Licensed Products" means the “UCSC Genome Browser in the Cloud” (the “Work”), which was made in the course of research at the University of California, Santa Cruz by Dr. Maximilian Haeussler and Dr. W. Jim Kent (the Authors), is claimed in The Regents’ Copyright Rights, and is generally referred to as Genome Browser in the Cloud ("GBiC").

   (c) “Derivative Work(s)” means any changes, revision, enhancement, modification, translation, abridgement, condensation, or expansion created by Licensee that is based upon the Work or a portion thereof that would be a copyright infringement if prepared without the authorization of the copyright owners of the Work, or portion thereof.

   (d) "User Limitations" means the way the GBiC virtual image or Work can be used by the Licensee, as set forth in section 2.

   (e) “Accept” means ACCEPTING this agreement, enabled by checking (i.e., Clicking on) the “Agree” button.

   (f) "License Fee" means the non-refundable license fee as specified on UCSC Genome Browser online store website.

The UCSC Genome Browser in the Cloud virtual image is licensed to you under the terms of this Agreement and subject to these User Limitations.

2.) User Limitations

Subject to User Limitations set forth below, and upon payment of the License Fee as set forth herein, UC hereby grants to Licensee, and Licensee accepts, a non-exclusive, non-commercial, nontransferable, internal use license and right to use as follows:

   • Field of use – Virtual image of UCSC Genome Browser for private use
• Individual single point of use application (i.e., Laptop or desktop computer), or single instance of multi-user application installed in the cloud.

a.) Licensee shall not have the right to create Derivative Works of the Licensed Products;

b.) Licensee shall not have the right to sublicense, sell, transfer, or assign the Licensed Products; for use beyond the terms of this Agreement, and shall not permit access to the Licensed Product over a remote connection, such as the internet or WAN, for use by anyone other than Licensee personnel provided however, Licensee personnel working from a home location, or traveling, may access the Licensed Product;

c.) Licensee shall not permit the Licensed Products, services, or data to be used by another party;

1. Use of the Licensed Product shall be used solely for the internal business purposes of Licensee, and shall not be used as a commercial product or service nor be used in an external service agency or time sharing arrangement with users who are not licensed by UC.

d.) Licensee shall not alter the Licensed Products without the prior written consent of Licensor, other than to add its own instructions to the Licensed Products as long as the added instructions do not alter any of the existing text of the Licensed Products;

e.) If translations of the Licensed Products are needed, please contact Licensor before translating;

f.) Receive updates of Licensed Product as may be designated from time to time for general public release by the Laboratory.

1. Licensee acknowledges that the Laboratory is involved in further development work involving the Licensed Product, and therefore Licensee agrees not to assert or allege infringement, by UC or UC personnel or by any organization licensing through UC the Licensed Product.

g.) All copies shall include the copyright notice as provided with the Licensed Product, and shall be subject to the terms of this Agreement.

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3.) Fees
In consideration for the License, Licensee, by way of the UCSC Genome Browser online store, will pay to The Regents a non-refundable license fee.

4.) Care of Data
You will use reasonable care in keeping the Licensed Products confidential; using at least the same degree of care you exercise in protecting your own proprietary information of a similar nature but at a minimum reasonable care. You shall comply with all applicable federal and
state laws regarding the confidentiality of health information, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as defined in federal human subject protection regulations (Common Rule and DHHS regulations) at 45 CFR 46 and the federal privacy rule regulations at 45 CRF 160 & 164 (http://www.hhs.gov/ohrp/regulations-and-policy/regulations/45-cfr-46/) at all times.

5.) Effective Date
This Agreement becomes effective the date that you ACCEPT this Agreement ("Effective Date"). The Regents shall make the Licensed Products available for electronic delivery promptly following enabling (i.e., clicking on) the “agree” button of the Agreement.

6.) Support
Licensor may, at its sole discretion, offer limited support, future enhancements or upgrade versions to Licensee without cost. Licensor may offer extended support to Licensee at a price that will be determined on a case-by-case basis.

7.) Term and Termination
The rights and licenses granted herein shall continue for an initial term of one (1) year commencing on the Effective Date The Agreement may be renewed for successive terms by following the same aforementioned procedure. Either party may terminate this Agreement with written notice upon the occurrence of a default or breach by the other party in any of its obligations under this Agreement, provided such default or breach continues for more than thirty (30) days after receipt by such other party of notice; provided, however, there shall be no such cure period with respect to any breach of Licensee's obligation under Section 8 & 9 hereto. Upon termination of this Agreement under this Section 7, Licensee agrees to cease using the Licensed Products and to destroy all such Licensed Copies.

8.) Limited Warranty
The Regents warrants that it has the lawful right to grant this license to Licensee.

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9.) Your Indemnity
Licensee will indemnify, hold harmless, and defend The Regents, The Regents’ officers, employees, and agents, the sponsors of the research that led to the Work, the Authors of the Work and their respective employers from and against any and all liability, claims, suits, losses, damages, costs, fees, and expenses resulting from or arising out of exercise of this Agreement. Indemnification includes but is not limited to products liability. If The Regents, in its sole discretion, believes that there will be a conflict of interest or it will not otherwise be adequately represented by counsel chosen by Licensee to defend The Regents, then The Regents may retain counsel of its choice to represent it, and Licensee will pay all expenses for such representation.

10.) Protection of Licensed Products
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11.) Assignment
Except as expressly provided herein, you may not assign, sublicense, or otherwise transfer the rights, duties, or obligations under this Agreement to any other party or entity, in whole or in part, without the prior written consent of The Regents.

12.) Notices
Notices to Licensee shall be sent to the address specified beneath Licensee's signature below and to Licensor to:

The Regents of the University of California
University of California, Santa Cruz

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Notice shall be effective: (a) on the date of delivery if delivered in person, (b) five (5) days after mailing if mailed by first-class certified mail, postage paid, or (c) on the next business day if sent by overnight delivery. Either party may change its designated address by written notice.

13.) Miscellaneous
(a) 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. No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by the party or parties to be bound thereby;

(b) Licensee will not use any name, trade name, trademark, or other designation of The Regents’ or its employees (including contraction, abbreviation, or simulation of any of the foregoing) in advertising, publicity, or other promotional activity. Unless required by law, Licensee is expressly prohibited from using the name "The Regents of the University of California" or the name of any campus of the University of California in advertising, publicity, or other promotional activity without written permission of The Regents;

(c) THIS AGREEMENT IS TO BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, but the scope and validity of any copyright will be governed by the applicable laws of the country of the copyright registration;

(d) The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement;

(e) The waiver of any breach of any term of this Agreement does not waive any other breach of that or any other term;

(f) If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable as long as a party's rights under this Agreement are not materially affected. In lieu of the unenforceable provision, the parties will substitute or add as part of this Agreement a provision that will be as similar as possible in economic and business objectives as was intended by the unenforceable provision;

(g) No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than The Regents and the Licensee any rights, remedies, or other benefits under, or by reason of, this Agreement;

(h) In performing their respective duties under this Agreement, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto or be construed to evidence the intention of the parties to establish any such relationship. Neither party will
have the power to bind the other party or incur obligations on the other party’s behalf without the other party’s prior written consent.

GBiC LICENSE: Contact the UCSC Office for Management of Intellectual Property, at technology@ucsc.edu, for questions concerning this Agreement.