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(c) If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law the remaining provisions of this EULA shall remain in full force and effect.

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

(e) All requests for renewal of licenses granted under this EULA shall be sent to “genomebrowser@ucsc.edu”. Other notifications related to this EULA shall be sent to the address below:

University of California, Santa Cruz  
Industry Alliances & Technology Commercialization  
Attention: Genome Browser – IATC  
1156 High Street, MS: Office of Research  
Santa Cruz, CA, 95064  
Email: genomebrowser@ucsc.edu

(f) You understand that California Education Code section 92000 provides that the name “University of California” is the property of the State of California, and that no person shall use this name in advertising, publicity, or other promotional activities without the written permission of the University.

(g) Any license granted in this EULA shall be subject to the Additional Terms set forth in the following Appendices A and B. The terms and conditions contained herein and in these Appendices constitute the entire EULA between you and the University.
Appendix A
Definitions

“Commercial Purposes” mean the sale, lease, license, or other transfer of the Software to a for-profit organization, and also include uses of the Software by any organization, including You, to perform contract research, to produce data for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of data or the Software to a for-profit organization.

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“Nonprofit Organization” means a university or other institution of higher education, or a not-for-profit organization officially recognized or qualified under the laws of the country in which it is organized or located, or any nonprofit scientific or educational organization qualified under a federal, state or local jurisdiction’s nonprofit organization statute. As used herein, the term also includes national, state or local government agencies.

“Software” means the UCSC Genome Browser and related tools listed and defined in the UCSC Genome Browser store (https://genome-store.ucsc.edu/) and owed by University.

“Software Product” means specific Software for which You purchased an active Commercial Seat License or Enterprise License through the UCSC Genome Browser Store (https://genome-store.ucsc.edu/) or Appendix B of this EULA. Examples of a Software Product include, but are not limited to, Genome Browser in a Box (GBiB), Genome Browser source code, LiftOver program, Genome Browser in the Cloud (GBiC), etc.

“Term” means the initial license period commencing on the date You pay the applicable License Fee and ending one (1) year later, unless terminated earlier pursuant to Section 3.6 of this EULA. The Term may be extended, at the sole discretion of University, by Your timely payment-in-full of a license renewal invoice from University that specifies a new end date for the Term.
Appendix B
Additional Terms

Software Product(s) being licensed:
- Genome Browser in a Box (GBiB)
- LiftOver program
- Genome Browser in the Cloud (GBiC)
- Genome Browser source code

Once signed both by You (“Licensee”) and University, this Appendix B, and the additional terms therein (“Additional Terms”), shall supplement the standard EULA terms. If there is a conflict between the standard EULA terms and the Additional Terms, the Additional Terms shall control.

By signing below, You indicate that You agree to be bound by all of the terms of this EULA, including the Additional Terms in this Appendix B.

LICENSEE

Dated: ___________________________
By: _____________________________
Name: __________________________
Title: __________________________

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
ON BEHALF OF ITS SANTA CRUZ CAMPUS

Dated: ___________________________
By: _____________________________
Name: __________________________
Title: __________________________