End User License Agreement
OTT FILE: 4949

PROGRAM: **I-TASSER**^{TM} Software ("PROGRAM")

Name:

Organization ("LICENSEE"):

Department:

Business Address:

Phone Number:

E-Mail Address:

This Agreement is made by and between The Regents of The University of Michigan, a constitutional corporation of the State of Michigan, ("MICHIGAN") and LICENSEE.

BACKGROUND

1.   LICENSEE desires to obtain, and MICHIGAN, consistent with its mission of education and research, desires to grant, a license to use the PROGRAM subject to the terms and conditions set forth below.

2.   "DERIVATIVE WORKS" shall mean all works developed by LICENSEE which would be characterized as derivative works of the PROGRAM under the United States Copyright Act of 1976, or subsequent revisions thereof, specifically including, but not limited to, translations, abridgments, condensations, recastings, transformations, or adaptations of the PROGRAM, or works consisting of editorial revisions, annotations, elaborations, or other modifications of the PROGRAM. The term "DERIVATIVE WORKS" shall not include those derivative works that are developed by MICHIGAN.

3.   "Effective Date" is the date as of the last signature on this Agreement.

The parties therefore agree as follows:

I.   LICENSE
MICHIGAN hereby grants to LICENSEE a non-exclusive, non-transferable right to install, use, copy, and create DERIVATIVE WORKS of, the PROGRAM, solely for internal purposes on up to five (5) computers, in executable and source code form, and subject to the terms and conditions of this Agreement. For clarity, no right to distribute the PROGRAM or any DERIVATIVE WORKS is granted to LICENSEE.

II. LIMITATION OF LICENSE AND RESTRICTIONS
   A. LICENSEE shall not use, print, copy, translate, reverse engineer, decompile, disassemble, modify, create derivative works of or publicly display the PROGRAM, in whole or in part, unless expressly authorized by this Agreement.

   B. LICENSEE agrees that it shall use the PROGRAM only for LICENSEE'S sole and exclusive use, and shall not disclose, sell, license, or otherwise distribute the PROGRAM to any third party without the prior written consent of MICHIGAN. LICENSEE shall not assign this Agreement, and any attempt by LICENSEE to assign it shall be void from the beginning. LICENSEE agrees to secure and protect the PROGRAM and any copies in a manner consistent with the maintenance of MICHIGAN'S rights in the PROGRAM and to take appropriate action by instruction or agreement with its employees who are permitted access to the PROGRAM in order to satisfy LICENSEE'S obligations under this Agreement.

III. CONSIDERATION
   A. LICENSEE agrees to pay to MICHIGAN a one-time fee of $20,000.00 for use of PROGRAM on up to five (5) computers for one (1) year. Payment shall be made by check in U.S. currency, paid to the order of "The Regents of The University of Michigan" c/o Office of Technology Transfer, 1600 Huron Parkway, 2nd Floor, Ann Arbor, MI 48109-2590.

   B. This License is renewable yearly upon the written agreement of both parties and LICENSEE's payment of an Annual Renewal Fee of $20,000.00.

IV. TITLE AND OWNERSHIP
   A. No ownership rights of MICHIGAN in the PROGRAM are conferred upon LICENSEE by this Agreement.

   B. LICENSEE acknowledges MICHIGAN'S proprietary rights in the PROGRAM and agrees to reproduce all copyright notices supplied by MICHIGAN on all copies of the PROGRAM, and on all PROGRAM outputs and copies of PROGRAM outputs.

V. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY
   A. THE PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. MICHIGAN DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET LICENSEE'S REQUIREMENTS OR THAT OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. MICHIGAN shall not be liable for special, indirect, incidental, or consequential damages with respect to any claim on account of or arising from this Agreement or use of the PROGRAM, even if MICHIGAN has been or is hereafter advised of the possibility of such damages. Because some states do not allow certain exclusions or limitations on implied warranties or of liability for consequential or incidental damages, the above exclusions may not apply to LICENSEE. In no event, however, will MICHIGAN be liable to LICENSEE, under any theory of recovery, in an amount in excess of the license royalty paid by LICENSEE under this Agreement.

   B. LICENSEE agrees that MICHIGAN has no obligation to provide to LICENSEE any maintenance, support, or update services. Should MICHIGAN provide any revised versions

of the PROGRAM to LICENSEE, LICENSEE agrees that this license agreement shall apply to such revised versions.

VI.   WARRANTY OF LICENSEE

LICENSEE warrants and represents that it will carefully review any documentation or instructional material provided by MICHIGAN and that it is aware that the PROGRAM is not intended to be a diagnostic tool.

VII. TERM AND TERMINATION

The one-year license term shall start as of the Effective Date and shall end as of the date of the first anniversary of the Effective Date. Each subsequent one-year renewal shall start on the anniversary of the original start date of this Agreement and end one year later. If LICENSEE at any time fails to abide by the terms of this Agreement, MICHIGAN shall have the right to immediately terminate the license granted herein, terminate access to PROGRAM, and pursue any other legal or equitable remedies available. Upon termination, LICENSEE shall remove PROGRAM and any DERIVATIVE WORKS from its computers.

VIII. LICENSEE OBLIGATIONS

A. LICENSEE shall report to MICHIGAN any errors, difficulties or other problems with the PROGRAM. MICHIGAN may use any information LICENSEE provides for any purpose and at its sole discretion. Such a report shall be sent to

> The Yang Zhang Lab
> Center for Computational Medicine & Bioinformatics
> The University of Michigan
> 100 Washtenaw Avenue, 2035B
> Ann Arbor, MI 48109-2218
> Phone: (734)647-1549
> Fax: (734)615-6553
> Email: yangzhanglab@umich.edu

IX. MISCELLANEOUS

A. This Agreement shall be construed in accordance with the laws of the State of Michigan. Should LICENSEE for any reason bring a claim, demand, or other action against MICHIGAN, its agents or employees, arising out of this Agreement or the PROGRAM licensed herein, LICENSEE agrees to bring said claim only in the Michigan Court of Claims.

B. THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN MICHIGAN AND LICENSEE AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS AND OTHER COMMUNICATIONS, VERBAL OR WRITTEN, BETWEEN THEM WITH RESPECT TO USE OF THE PROGRAM. THIS AGREEMENT MAY BE MODIFIED ONLY WITH THE MUTUAL WRITTEN APPROVAL OF AUTHORIZED REPRESENTATIVES OF THE PARTIES.

C. The terms and conditions of this Agreement shall prevail notwithstanding any different, conflicting, or additional terms or conditions which may appear in any purchase order or

other document submitted by LICENSEE. LICENSEE agrees that such additional or inconsistent terms are deemed rejected by MICHIGAN.

D. Unless otherwise exempt therefrom, LICENSEE agrees that it will be responsible for any sales, use or excise taxes imposed by any governmental unit in this transaction except income taxes.

E. LICENSEE acknowledges that the PROGRAM is of United States origin. Licensee agrees to comply with all applicable international and national laws that apply to the PROGRAM, including the United States Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the United States.

F. MICHIGAN and LICENSEE agree that any xerographically or electronically reproduced copy of this fully-executed agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.

UNDERSTOOD, ACCEPTED AND AGREED TO:

FOR LICENSEE

FOR THE REGENTS OF THE
UNIVERSITY OF MIGHIGAN

By _____

By _____

Typed Name _____

Typed Name _____

Title _____

Title _____

Date _____

Date _____