

GenomeThreader License Agreement

for non-commercial users

January 25, 2006

This document is the license agreement for the *GenomeThreader* Software Package. There is no distribution fee for *GenomeThreader* for non commercial research institutions. Commercial research institutions who want to use *GenomeThreader* should directly contact Gordon Gremme via Email at

gremme@zbh.uni-hamburg.de

Gordon Gremme, *Universität Hamburg* (LICENSOR), as sole holder of all the proprietary rights to *GenomeThreader* grants to the licensee as defined in paragraph 11 (LICENSEE) a perpetual, non-exclusive, non-assignable, personal license to use the proprietary *GenomeThreader* software, subject to the conditions set forth below.

1. **Restricted License:** Use of *GenomeThreader*, or any part thereof, or any software derived in whole or in part therefrom, is restricted to use by LICENSEE only, and is limited to the following uses unless LICENSOR agrees otherwise by prior written agreement.
 - LICENSEE is authorized to use *GenomeThreader* on all computers at the separate geographic locations itemized in paragraph 11 below (the SITES) and at no other locations. The SITES must include all locations from which remote (telephone or network) access will be made.
 - LICENSEE may not copy *GenomeThreader*, or any part thereof in any form, except for backup or archiving purposes, and for the purpose of distributing it to computers at the given SITES. LICENSEE agrees not to remove or destroy any proprietary markings or confidential legends placed upon or contained within *GenomeThreader* and any related materials.
 - LICENSEE may not sell, rent, sublicense, or otherwise distribute in any manner whatsoever *GenomeThreader*, or any part thereof, or any software derived in whole or in part therefrom, without the prior written approval of LICENSOR.
2. **Title:** The AGREEMENT grants LICENSEE no title or right of ownership in *GenomeThreader*, and no property rights in any copyrighted materials delivered hereunder.
3. **Non-Disclosure:** LICENSEE agrees to receive and keep *GenomeThreader* in confidence and not to disclose it to any third party without the express written consent of LICENSOR.

4. **Proper Credit and Recognition:** Appropriate credits consist of including in any documentation and publications about research using *GenomeThreader* a reference to the following publication:

Gremme, G. and Brendel, V. and Sparks, M.E. and Kurtz, S.; *Engineering a Software Tool for Gene Prediction in Higher Organisms*; Information and Software Technology, 47(15):965-978, 2005
5. **Disclaimer of Warranty:** LICENSOR provides *GenomeThreader* on an **as is** basis. LICENSOR does not warrant its validity of performance, efficiency, or suitability, nor does LICENSOR warrant that *GenomeThreader* is free from errors. All warranties, including without limitation, any warranty or merchantability or fitness for a particular purpose, are hereby excluded.
6. **Lack of Maintenance Services:** LICENSEE understands and agrees that LICENSOR (or any other person or entity with proprietary rights in the software licensed hereunder) is under no obligation to provide either maintenance services, update services, notices of latent defects, or correction of defects for *GenomeThreader*. LICENSOR nevertheless reserves the right to update, modify, or discontinue this software at any time.
7. **Limitation of Liability, Indemnification:** Even if advised of the possibility of such damages, under no circumstances shall LICENSOR (or any other person or entity with proprietary rights in the software licensed hereunder) be liable to LICENSEE or any third party for direct, indirect, or consequential damages of any character, including, without limitation, loss of profits, loss of use, loss of good will, or computer failure or malfunction, regardless of the nature of the claim or action, whether in negligence or other tort, breach of contract, product liability, or otherwise. LICENSEE agrees to indemnify LICENSOR (or any other person or entity with proprietary rights in the software licensed hereunder) for any and all liability it may incur to third parties resulting from LICENSEE's use of *GenomeThreader*.
8. **Applicable Law:** This AGREEMENT is deemed to be made under, and shall be governed by the laws of the Federal Republic of Germany. Both parties consent to jurisdiction in the Federal Republic of Germany. German law applies to this AGREEMENT without giving effect to its conflict of laws (IPR) provisions.
9. **Binding Effect Agreement:** This AGREEMENT shall be binding upon and inure to the benefit of the heirs, successors and assigns of LICENSEE, but LICENSEE may not assign this AGREEMENT or any of its rights or obligations hereunder without the prior written approval of LICENSOR.
10. **Entire Agreement:** This AGREEMENT represents the complete and exclusive statement of the agreements between the parties relating to the licensing of *GenomeThreader*, and supersedes all prior and simultaneous agreements and representations between them relating to such licensing. This AGREEMENT may not be modified except with the written approval of the LICENSOR.

11. **Definition of Sites:** The separate geographical locations referred to as SITES are listed below:

- 1. _____
- 2. _____
- 3. _____

12. **Mailing Address:** A signed copy of this license AGREEMENT shall be mailed or sent as a FAX by LICENSEE to LICENSOR at the following address:

Gordon Gremme
Zentrum für Bioinformatik
Universität Hamburg
Bundesstrasse 43
20146 Hamburg
Germany
FAX: +49 40 42838 7312

An Email describing how to download *GenomeThreader* shall be send by LICENSOR to LICENSEE to the following Email address:

Electronic Mail: _____
Name: _____

In previous cases, we had problems with our FAX machine or could not decipher the E-mail address of the LICENSOR. To verify that we have received the FAX properly, you may want send a short E-mail to gremme@zbh.uni-hamburg.de stating that you have send the FAX. Once we have received the signed agreement we will process it a soon as possible.

13. **Execution and Delivery:** By its execution and delivery of this AGREEMENT, LICENSEE covenants and agrees to be bound by the above stated terms and conditions, and warrants and represents that the person or persons signing this Licensing AGREEMENT is authorized to bind and commit LICENSEE to this AGREEMENT.

Research Institution: _____
Address: _____
Signature: _____
Name and Title: _____
Date: _____