## Jeffrey C. Hoch and Alan S. Stern c/o J. C. Hoch Department of Molecular, Microbial, and Structural Biology University of Connecticut Health Center Farmington, CT 06030-3305 USA

## Software License Agreement

Subject to payment of the License Fee set forth below, Jeffrey C. Hoch and Alan S. Stern ("Licensors") grant to the Licensee named below, and Licensee accepts, a non-exclusive License to use the Software named below, which comprises computer programs, and supporting documentation, including any subsequent updates thereof which Licensor in its sole discretion chooses to make available to Licensee. Licensee may make a reasonable number of copies of the Software for backup purposes only, and may not copy the Software in whole or in part for any other purpose. Neither title to nor ownership of the Software is transferred to Licensee. This License may not be assigned without prior written consent of Licensors.

The License Fee shall be due and payable upon delivery of the Software, and shall accrue interest at a rate of  $1 \frac{1}{2\%}$  per month, but not greater than the highest rate permitted by law, if not paid within 30 days after it becomes due. Licensee shall be responsible for any sales, use, or other taxes arising out of this License and Licensee's use of the Software, except taxes (if any) based upon or measured by the net income of Licensor.

Licensee agrees that the Software and all copies will be used only at the Licensed Site designated below and will at all times include Licensor's copyright and confidential property notices together with any features which disclose the name of the Software, Licensee, or Licensed Site. Licensee shall not permit the Software or any part to be disclosed in any form to any third party and shall maintain the Software in secure premises to prevent unauthorized disclosure. Licensee shall notify Licensors immediately if Licensee has knowledge that any unlicensed party possesses the Software or any part thereof. The obligations of confidentiality and non-disclosure set forth herein shall survive any termination of this License.

Licensors warrant for a period of 30 days from delivery that the Software conforms to the product description applicable at the time of the order, with respect to the general functions performed by the Software. Due to the nature of the computer software, Licensor cannot and does not warrant that the results of operation of the Software will be successful, or that such operation will be uninterrupted or error-free. Licensor will refund the License Fee if, within 30 days of first receipt of the Software, Licensee returns the Software accompanied by evidence that it does not conform to the product description.

Licensors warrant that it has the right to grant this License, and shall indemnify and defend Licensee and hold it harmless from and against any claim that Licensee's use of the Software infringes upon the patent, copyright or other proprietary rights of any third party, provided that Licensee gives Licensors prompt notice of such claim and affronts to Licensors the opportunity to control the defense or settlement of such claim.

*Except for the express warranties stated above, Licensors disclaim all warranties on the Software furnished hereunder, including all implied warranties of merchantability and fitness for a particular purpose.* Except as expressly stated above, Licensors shall have no liability, in contract, tort, or otherwise, for any matter related in any way to this License or the Software, and in particular, but without limitation of the foregoing, Licensors shall have no liability for special, indirect, or consequential damages arising out of or in connection with the use or performance of the Software. Licensee shall indemnify and hold harmless Licensors from and against any and all claims, loss, damage or expense (including reasonable attorney's fees and costs of investigation) incurred on account of any claim brought by a third party arising out of or related to Licensee's possession and use of the Software, except for infringement matters covered by Licensor's indemnity above.

Licensors may terminate this License if Licensee fails to comply with these License terms and conditions. Upon any termination, Licensee shall return or destroy the Software immediately.

This License states the complete agreement of the parties with respect to the subject matter hereof, and supercedes all prior negotiations, discussions, representations or agreements, written or oral, with respect thereto. If any provision hereof is determined to be illegal or unenforceable, this License shall remain valid and all other provisions hereof shall be enforceable in accordance with their respective terms, as fully as though such illegal or unenforceable provision had never been a part hereof. This License may be amended only by a written instrument signed by the duly authorized officer of the waiving party. Failure to enforce any provision hereof shall not be deemed to be a waiver of such provision or any other provision. Any notices given hereunder shall be in writing and shall be delivered in person against receipt or by first-class mail, postage prepaid, to Licensers at its address set forth above or to Licensee at its address set forth below, or at such other address of which either party may notify the other party. This License shall be governed by and construed in accordance with the laws of the State of Connecticut.

Licensee Licensed Site	2	
	(include administrative unit, room	n number, and building address)
Software		License Fee
Signed By		Signed By
Print Name _ Title	(Authorized Signature, Licensee) Date	(Jeffrey C. Hoch or Alan S. Stern) Date