

MIDASPLUS NON-COMMERCIAL SOFTWARE LICENSE AGREEMENT

This Agreement, effective this _____ day of _____, _____ is made by and between _____ (hereinafter referred to as "LICENSEE"),
having a principal place of business at _____

and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, through its delegate, the University of California at San Francisco, having legal offices at 100 Medical Center Way, San Francisco, California 94143-1016, U.S.A., (hereinafter referred to as "REGENTS") concerning MidasPlus, a system of software programs for the visualization and interactive manipulation of molecular models, developed by the University of California at San Francisco (UCSF) Computer Graphics Laboratory for research purposes and including source code and documentation, as well as any modifications or derivative works made by LICENSEE (hereinafter referred to as the "SOFTWARE").

In consideration of payment of \$350 and upon receipt of a copy of this license duly signed by LICENSEE, REGENTS will deliver one copy of the SOFTWARE to LICENSEE.

TERMS

1. A non-exclusive nontransferable perpetual license is granted to the LICENSEE to install and use the SOFTWARE on computers located at LICENSEE's institution to which the LICENSEE has authorized access. Use of this SOFTWARE is restricted to the LICENSEE and collaborators at his/her institution who have agreed to accept the terms of this license.
2. The LICENSEE agrees that the SOFTWARE and associated documentation are copyrighted by the REGENTS and remains the property of the copyright holder during the term of this agreement and thereafter. The LICENSEE agrees to use its best reasonable efforts to protect the contents of the SOFTWARE and to prevent unauthorized disclosure by its agents, officers, employees, and consultants.
3. The LICENSEE agrees that any modifications or derivative works based on the SOFTWARE are considered part of the SOFTWARE and the LICENSEE hereby assigns all copyright in all such modifications and derivative works to the REGENTS. Annual reports of such modifications are to be made to the REGENTS.
4. The LICENSEE shall not disclose in any form either the delivered SOFTWARE or any modifications or derivative works based on the SOFTWARE to third parties without prior written authorization from the REGENTS.
5. If the LICENSEE receives a request to furnish all or any portion of the SOFTWARE to any third party, he/she will not fulfill such a request and will refer it in writing to the REGENTS.
6. The LICENSEE may make a reasonable number of copies of the SOFTWARE for the purposes of backup, maintenance of the SOFTWARE or the development of derivative works based on the SOFTWARE. These additional copies will carry the copyright notice and will be controlled by this license, and will be destroyed along with the original by the LICENSEE upon termination of the license.
7. LICENSEE agrees that any publication of results in scientific journals obtained with the SOFTWARE will acknowledge its use by an appropriate citation as specified in the documentation. One copy of each such journal article will be supplied to the REGENTS.
8. The REGENTS believe that the SOFTWARE will perform as described in the associated documentation as modified from time to time. If LICENSEE demonstrates that the SOFTWARE does not perform consistent with the documentation, REGENTS' responsibility will be to use best reasonable efforts to rectify program errors causing the inconsistency. If REGENTS fail to correct these errors, this agreement may be terminated by either party.

9. THE LICENSEE AGREES THAT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE REGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. This license may be terminated by REGENTS if the LICENSEE fails to pay any sum due hereunder within 30 days of the due date, or if the LICENSEE commits any breach of any term of this agreement and fails to remedy such breach within 30 days of a written request to remedy the same.

11. This license may be terminated by the LICENSEE by giving 30 days written notice of termination to REGENTS. Upon termination of this license by either party LICENSEE agrees to immediately discontinue all use of the SOFTWARE and to destroy the original and all copies of the SOFTWARE and associated documentation.

12. This Agreement shall be governed by the laws of the State of California. Venue for any legal action commenced to interpret or enforce this agreement shall be the State Courts of San Francisco County and the Federal Courts of the Northern District of California, San Francisco Division.

13. The parties intend that this Agreement is binding upon each of their respective heirs and assigns.

14. The license granted to LICENSEE hereunder may not be assigned or transferred to any other person or entity without the express written consent of REGENTS, which consent shall not be unreasonably withheld.

15. In the event that any provisions of this Agreement is held invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

16. This Agreement may not be amended or superseded except in writing signed by the parties.

17. This Agreement supersedes all other previous or contemporaneous agreements or understandings between the parties, whether verbal or written, concerning the subject matter hereof.

18. Alterations of or additions to this Agreement shall be made in writing and duly executed by representatives of both parties.

19. REGENTS represent that they own all necessary rights to grant LICENSEE the rights granted in this Agreement and that LICENSEE's use of the SOFTWARE in accordance with this Agreement will not infringe on any third party rights.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the dates given below:

Signature: _____

Signature: _____

Printed Name: _____

Thomas E. Ferrin

Title: _____

Director, Computer Graphics Laboratory

Date: _____

Date: _____