

SOFTWARE LICENSE AGREEMENT
FOR ACADEMIC NON-COMMERCIAL RESEARCH PURPOSES ONLY

This Agreement is made between Ludwig Institute for Cancer Research Ltd, a not-for-profit organization with its registered office at Stadelhoferstrasse 22, 8001 Zurich, Switzerland, and having a place of business at 666 Third Avenue, New York, NY 10017, USA ("LICR") and the ("LICENSEE") and is effective at the date the downloading is completed ("EFFECTIVE DATE").

WHEREAS, LICENSEE desires to license the PROGRAM, as defined hereinafter, and LICR wishes to have this PROGRAM utilized in the public interest, subject only to the royalty-free, nonexclusive, nontransferable license; and

WHEREAS, LICENSEE desires to license the PROGRAM and LICR desires to grant a license on the following terms and conditions.

NOW, THEREFORE, in consideration of the promises and covenants made herein, the parties hereto agree as follows:

1. DEFINITIONS

1.1 PROGRAM shall mean the container, the content of the container and the resource files, known as NeoDisc, version 1.7.1, including all bug-fix, patch, update, upgrade, or maintenance releases thereof, irrespective of version numbering or naming conventions.

2. LICENSE

2.1 Grant. Subject to the terms of this Agreement, LICR hereby grants to LICENSEE, solely for academic non-commercial research purposes, a non-exclusive, non-transferable license to: (a) download, execute and display the PROGRAM and (b) create bug fixes and modify the PROGRAM. LICENSEE hereby automatically grants to LICR a non-exclusive, royalty-free, irrevocable license to any LICENSEE bug fixes or modifications to the PROGRAM with unlimited rights to sublicense and/or distribute. LICENSEE agrees to provide any such modifications and bug fixes to LICR promptly upon their creation.

The LICENSEE may apply the PROGRAM in a pipeline to data owned by users other than the LICENSEE and provide these users the results of the PROGRAM provided LICENSEE does so for academic non-commercial purposes only.

2.2 No Sublicensing or Additional Rights. LICENSEE shall not sublicense or distribute the PROGRAM, in whole or in part, without prior written permission from LICR. LICENSEE shall ensure that all of its users agree to the terms of this Agreement. LICENSEE further agrees that it shall not put the PROGRAM on a network, server, or other similar technology that may be accessed by anyone other than the LICENSEE and its employees and users who have agreed to the terms of this Agreement.

2.3 License Limitations. Nothing in this Agreement shall be construed to confer any rights upon LICENSEE by implication, estoppel, or otherwise to any computer software, trademark, intellectual

property, or patent rights of LICR, or of any other entity, except as expressly granted herein. LICENSEE agrees that the PROGRAM, in whole or part, shall not be used for any commercial purpose, including without limitation, as the basis of a commercial software or hardware product or to provide services. LICENSEE further agrees that the PROGRAM shall not be copied or otherwise adapted in order to circumvent the need for obtaining a license for use of the PROGRAM.

3. OWNERSHIP OF INTELLECTUAL PROPERTY

LICENSEE acknowledges that title to the PROGRAM shall remain with LICR. The PROGRAM shall be marked with the notice of attribution to contributors. LICENSEE shall retain such notice on all copies. LICENSEE agrees to include appropriate attribution if any results obtained from use of the PROGRAM are included in any publication.

Notice of attribution: The NeoDisc program, as defined herein, was made available through the generosity of Ludwig Institute for Cancer Research Ltd.

LICENSEE shall not use any trademark or trade name of LICR, or any variation, adaptation, or abbreviation, of such marks or trade names, or any names of officers, faculty, students, employees, or agents of LICR except as states above for attribution purposes.

4. INDEMNIFICATION

LICENSEE shall indemnify, defend, and hold harmless LICR, and their respective officers, faculty, students, employees, associated investigators and agents, and their respective successors, heirs and assigns, (Indemnitees), against any liability, damage, loss, or expense (including reasonable attorneys fees and expenses) incurred by or imposed upon any of the Indemnitees in connection with any claims, suits, actions, demands or judgments arising out of any theory of liability (including, without limitation, actions in the form of tort, warranty, or strict liability and regardless of whether such action has any factual basis) pursuant to any right or license granted under this Agreement.

5. NO REPRESENTATIONS OR WARRANTIES

THE PROGRAM IS DELIVERED AS IS. LICR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PROGRAM, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. LICR EXTENDS NO WARRANTIES OF ANY KIND AS TO PROGRAM CONFORMITY WITH WHATEVER USER MANUALS OR OTHER LITERATURE MAY BE ISSUED FROM TIME TO TIME.

IN NO EVENT SHALL LICR OR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATED INVESTIGATORS AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ECONOMIC DAMAGES OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER LICR SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.

6. ASSIGNMENT

This Agreement is personal to LICENSEE and any rights or obligations assigned by LICENSEE without the prior written consent of LICR shall be null and void.

7. MISCELLANEOUS

7.1 Termination. LICENSEE shall have the right to terminate this Agreement for any reason upon prior written notice to LICR. If LICENSEE breaches any provision hereunder, and fails to cure such breach within thirty (30) days, LICR may terminate this Agreement immediately. Upon termination, LICENSEE shall provide LICR with written assurance that the original and all copies of the PROGRAM have been destroyed, except that, upon prior written authorization from LICR, LICENSEE may retain a copy for archive purposes.

7.2 Survival. The following provisions shall survive the expiration or termination of this Agreement: Articles 1, 3, 4, 5 and Sections 2.2, 2.3, 7.3, and 7.4.

7.3 Notice. Any notices under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent by hand, recognized national overnight courier, confirmed facsimile transmission, confirmed electronic mail, or registered or certified mail, postage prepaid, return receipt requested. All notices under this Agreement shall be deemed effective upon receipt.

7.4 Amendment and Waiver; Entire Agreement. This Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by all parties. Any waiver of any rights or failure to act in a specific instance shall relate only to such instance and shall not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar. This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes prior agreements or understandings between the parties relating to its subject matter.

7.5 Binding Effect; Headings. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. All headings are for convenience only and shall not affect the meaning of any provision of this Agreement.

7.6 Governing Law. This Agreement is governed by the laws of Switzerland and the Canton of Vaud.