

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (“Agreement”) (this “Agreement”) is made and entered into by and between the parties and on the date as follows:

Date: _____.

By and between Brown University, a Rhode Island nonprofit corporation, through its technology transfer office at 47 George Street, Box 1949, Providence, RI 02912 (hereinafter “Brown”)

and _____,
Name of Institution Address of Institution
(hereinafter “Recipient”).

RECITALS

A. Brown is the owner of the Software (as defined below).

B. Recipient desires to obtain from Brown a non-exclusive non-transferable license to use the Software for noncommercial research purposes only and Brown agrees to grant to Recipient such license, but only upon Recipient's agreement to all the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITION. “Software” shall mean all matters comprising the computer program known as the High-Throughput Autonomous Proteomic Pipeline, whether as machine readable object code, source code, or otherwise and including any documentation.

2. GRANT OF LIMITED RIGHTS.

2.1. Brown hereby grants Recipient a nonexclusive, non-transferable, fully paid right to use the Software for its own research and academic purposes only. No right to any commercial use of the Software whatsoever is given or implied. Recipient is only granted the foregoing express license to use the Software. Recipient shall not distribute the Software to third parties external to the licensed institution. Recipient shall not make derivatives or modifications except as set forth in Section 2.2. Recipient shall not make copies of the Software except as set forth in Section 2.3.

2.2. Recipient may make modifications to the Software for its own use, provided that the modified Software likewise shall not be distributed to third parties.

2.3. Recipient may make such copies of the Software as may be necessary to use the Software under the license herein granted.

3. COPIES AND RECORDS. Recipient agrees to maintain appropriate records of the number and location of all copies of the Software and make such records available upon

Brown's request. Brown reserves the right to audit Recipient's records annually upon request, during normal business hours.

4. **ATTRIBUTION.** No research findings or results made through use of the Software shall be published unless such publication acknowledges Recipient's use of the Software. In addition, such acknowledgement shall name Brown University and Arthur R. Salomon, Ph.D. as the owner and author of the Software, respectively.

5. **COPYRIGHT NOTICES AND PROTECTION OF SOFTWARE.**

5.1. Recipient shall reproduce all copyright and other proprietary notices on all copies of the Software in the same form and manner that such copyright and other proprietary notices are originally included on the Software.

5.2. Recipient shall not remove any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and shall reproduce and include such notices on each copy of the Software.

5.3. Recipient shall not distribute the Software to anyone not an employee or student at the institution who has a need to receive the Software for research purposes and the software shall not be distributed beyond the Recipient facilities. Any recipients of the Software shall be informed of the restrictions imposed by this license and shall be bound to and adhere to the terms of this license. Research publications by the Recipient resulting from the use of the Software should cite the author of the Software.

6. **WARRANTIES; SUPERIOR RIGHTS.**

6.1. Recipient understands that the Software may have been developed under a funding agreement with the government of the United States of America and, if so, that the Government may have certain rights relative thereto. This Agreement is explicitly made subject to the Government's rights under any such agreement.

6.2. **THE SOFTWARE IS PROVIDED "AS IS" WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE SOFTWARE IS ERROR FREE OR THAT THE SOFTWARE WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY PROPRIETARY RIGHTS.**

7. **DEFAULT AND TERMINATION.** Either Brown or Recipient may terminate this Agreement at any time upon written notification to the other Party. Within ten (10) days after termination of this Agreement, Recipient shall cease all use of the Software and shall return to Brown all copies of the Software.

8. **NONASSIGNABILITY.** This Agreement, and the Software licensed hereunder, shall not be assigned by Recipient to any third party and any such assignment without the prior written consent of Brown are void.

9. GOVERNING LAW. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Rhode Island without reference to its conflict of laws principles. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. MISCELLANEOUS. This Agreement contains the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be modified except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by Brown of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

Recipient may obtain the Software by first agreeing to this Agreement. This Agreement may be executed by Recipient and delivered in hard copy, or by facsimile, pdf, or other common electronic means.

By signing below, Recipient Scientist and Recipient Institution hereby acknowledge and agree to the terms and provisions of this Agreement.

Recipient Institution:

Recipient Scientist

Print Name and Title of Recipient Scientist

Date: _____

Authorized Official of Recipient Institution

Print Name and Title of Authorized Official

Date: _____