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1.   Background

The Genome Bioinformatics Group at UCSC created and developed the UCSC Genome Browser, along with a portfolio of related software tools, altogether defined in Appendix A as the "Software". Howard Hughes Medical Institute ("HHMI") once had an ownership interest in the UCSC Genome Browser, but has since assigned that interest to University, subject to a paid-up, non-exclusive, irrevocable license to use the UCSC Genome Browser for HHMI's research purposes. The Software is protected by United States and international copyright laws.

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2.3   Commercial Seat License Terms

If You have purchased a Commercial Seat License for a Software Product through the UCSC Genome Browser Store or

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3.   General Terms

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UCSC records Your Internet Protocol (IP) address when You successfully launch the Software.

3.4 Support

UCSC may, at its sole discretion, offer limited support, future enhancements or upgrade versions of the Software to

You without cost, or extended support to You at a price to be determined on a case-by-case basis.

3.5 Audit

During the license Term for the Software and for a period of three (3) years after its expiration or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this EULA. No more than once per twelve (12) month period, You will allow University the right to examine such records and any applicable systems and accounts, upon reasonable advanced notice, during Your normal business hours. If the audit discloses underpayment of License Fees, You will pay such License Fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

3.6 Term and Termination

This EULA shall remain effective until terminated or until the expiration of the applicable license Term. You may terminate the EULA at any time by ceasing use of or destroying all copies of the Software. This EULA will immediately terminate if You breach its terms, or if You fail to pay any portion of the applicable License Fees and You fail to cure that payment breach within thirty (30) days of notice. Upon termination of this EULA, You shall destroy all copies of Software in Your possession or control.

Any termination or expiration of this EULA will not affect the provisions set forth in Sections 3.7, 3.8, 3.9, and this Section 3.6.

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3.8 Indemnification

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3.9 Miscellaneous

(a) This EULA is the exclusive agreement between You and University concerning the Software, and supersedes any prior purchase order, communication, advertising or representation concerning the Software.

(b) No waiver or modification of this EULA shall be valid unless in writing signed by both You and University. The

waiver of a breach of any term hereof shall in no way be construed as a waiver of any term or other breach hereof.

(c) If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law the remaining provisions of this EULA shall remain in full force and effect.

(d) THIS AGREEMENT IS TO BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, while the scope and validity of any copyright will be governed by the applicable laws of the country of the copyright registration.

(e) All requests for renewal of licenses granted under this EULA shall be sent to "genomebrowser@ucsc.edu". Other notifications related to this EULA shall be sent to the address below:

> University of California, Santa Cruz
> Industry Alliances & Technology Commercialization
> Attention: Genome Browser – IATC
> 1156 High Street, MS: Office of Research
> Santa Cruz, CA, 95064
> Email: genomebrowser@ucsc.edu

(f) You understand that California Education Code section 92000 provides that the name "University of California" is the property of the State of California, and that no person shall use this name in advertising, publicity, or other promotional activities without the written permission of the University.

(g) Any license granted in this EULA shall be subject to the Additional Terms set forth in the following Appendices A and B. The terms and conditions contained herein and in these Appendices constitute the entire EULA between you and the University.

Appendix A
Definitions

"Commercial Purposes" mean use of the Software by a for-profit organization, and/or use of the Software by any organization, including You, to perform contract research, to produce data for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of data to a for-profit organization.

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"License Fee" means the applicable fees listed in the UCSC Genome Browser Store (https://genome-store.ucsc.edu/) or in Appendix B of this EULA.

"Nonprofit Organization" means a university or other institution of higher education, or a not-for-profit organization officially recognized or qualified under the laws of the country in which it is organized or located, or any nonprofit scientific or educational organization qualified under a federal, state or local jurisdiction's nonprofit organization statute. As used herein, the term also includes national, state or local government agencies.

"Software" means the UCSC Genome Browser and related tools owned by University and listed in the UCSC Genome Browser store (https://genome-store.ucsc.edu/) or in Appendix B of this EULA.

"**Software Product**" means specific Software for which You purchased an active Commercial Seat License or Enterprise License through the UCSC Genome Browser Store (https://genome-store.ucsc.edu/) or Appendix B of this EULA. Examples of a Software Product include, but are not limited to, Genome Browser in a Box (GBiB), Genome Browser source code, LiftOver program, Genome Browser in the Cloud (GBiC), etc.

"**Term"** means the initial license period commencing on the date You pay the applicable License Fee and ending one (1) year later, unless terminated earlier pursuant to Section 3.6 of this EULA. The Term may be extended, at the sole discretion of University, by Your timely payment-in-full of a license renewal invoice from University that specifies a new end date for the Term.
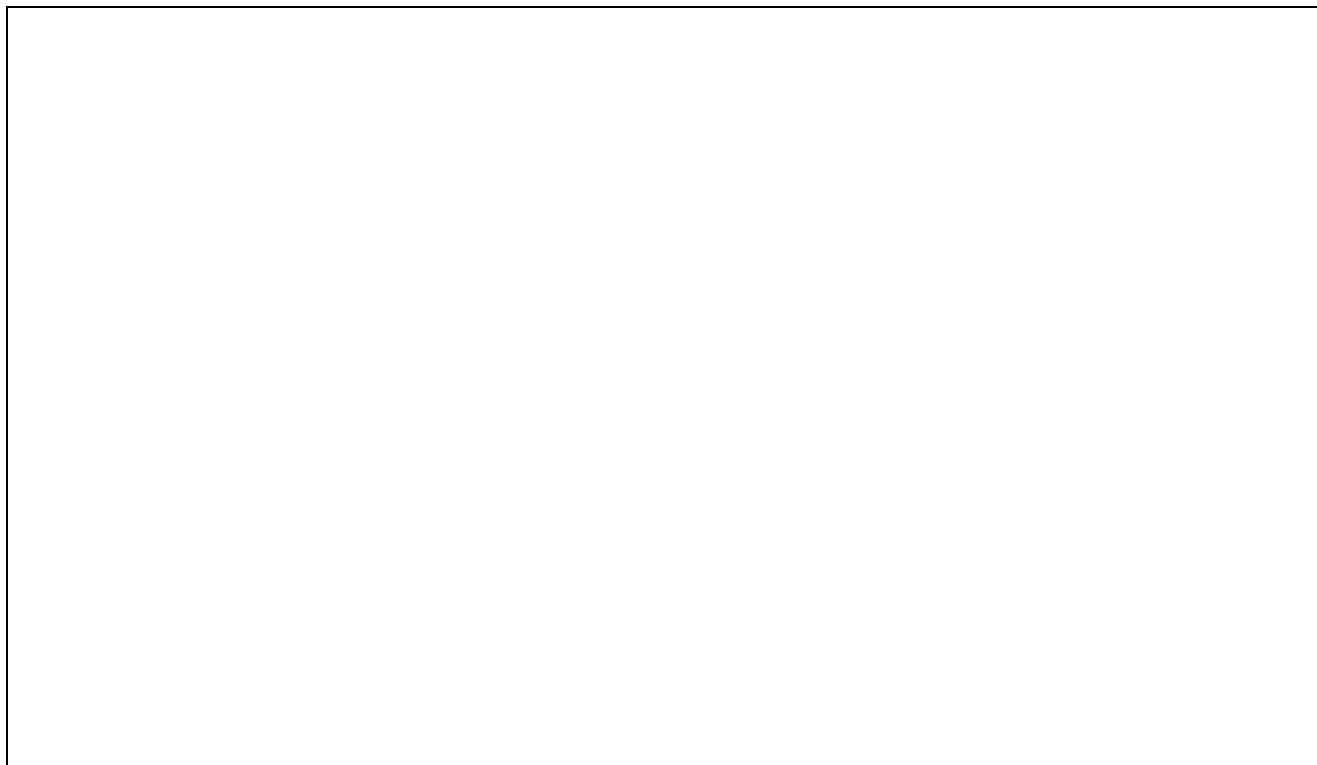
Appendix B
Additional Terms

Software Product(s) being licensed:

☐ **Genome Browser in a Box (GBiB)**   ☐ **LiftOver program**

☐ **Genome Browser in the Cloud (GBiC)**   ☐ **UCSC Chain Files**

☐ **Genome Browser source code**

Once signed both by You ("Licensee") and University, this Appendix B, and the additional terms therein ("Additional Terms"), shall supplement the standard EULA terms. If there is a conflict between the standard EULA terms and the Additional Terms, the Additional Terms shall control.

By signing below, You indicate that You agree to be bound by all of the terms of this EULA, including the Additional Terms in this Appendix B. This Appendix B is made effective as of the date of the last signature below.

LICENSEE   **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF ITS SANTA CRUZ CAMPUS**

Dated: _____   **Dated:** _____

By: _____   **By:** _____

Name: _____   **Name:** _____

Title: _____   **Title:** _____