

LICENSE INSTRUCTIONS

This License Agreement is to a work of authorship characterized as “*Identification of Statistically Significant Overlap Between Gene Expression Signatures*” by Thomas Graeber, Richard Tascherau, Justin Wong and Seema Plaiser, and assigned to The Regents.

This license is available to **non-for-profit institutions that would like to license this work for internal academic research purposes.**

For all other licensing inquiries please contact:

Benjamin Dibling, Ph.D.
Associate Director of Licensing
310-794-3576
benjamin.dibling@research.ucla.edu

PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHOULD CLICK ON THE “I AGREE TO THE LICENSE TERMS” AT THE BOTTOM OF THIS AGREEMENT. BY CLICKING ON THE “I AGREE TO THE LICENSE TERMS” YOU REPRESENT, WARRANT AND AGREE THAT YOU ARE AUTHORIZED BY YOUR EMPLOYER OR INSTITUTION TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR INSTITUTION. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO DOWNLOAD THE SOFTWARE.

This Agreement (the “**Agreement**”) is made and is effective on the date you clicked on “I agree to the License Terms” (the “**Effective Date**”) and is between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**The Regents**”), a California corporation having its corporate offices located at 1111 Franklin Street, Oakland, California 94607-5200, acting through The Office of Intellectual Property and Industry Sponsored Research of the University of California, Los Angeles, located at 11000 Kinross Avenue, Suite 200, Los Angeles, CA 90095-1406, and your company, employer or institution (collectively “You” or “Your”).

BACKGROUND

A certain work of authorship generally characterized as UC Case No. 2011-035-1, “Rank-Rank Hypergeometric Overlap (RRHO): Identification of Statistically Significant Overlap Between Gene Expression Signatures” (the “**Work**”), was made in the course of research at the University of California, Los Angeles by **Thomas Graeber, Richard Tascherau, Justin Wong and Seema Plaiser** (collectively the “**Authors**”) and claimed in Regents' Copyright Rights as defined below;

Authors are employees of The Regents and as such are obligated to assign their right, title and interest in and to the Work to The Regents;

You desire to use the Work for internal academic research purposes;

The parties agree as follows:

1. DEFINITIONS

- 1.1 “**Derivative Work(s)**” shall mean any revision, enhancement, modification, translation, abridgement, condensation, or expansion created by You that is based upon the Work or a portion thereof that would be a copyright infringement if prepared without the authorization of the copyright owners of the Work or portion thereof.
- 1.2 “**Field of Use**” means the comparison of genome-scale molecular data sets for internal academic research purposes.
- 1.3 “**License**” has the meaning set forth in Paragraph 2.1 of this Agreement.
- 1.4 “**Licensed Product**” means any work or a derivative that is covered by Regents' Copyright Rights or whose use, manufacture, performance, production, reproduction, display, distribution, import, offer for sale, or sale would, absent the license granted under this Agreement, constitute an infringement, inducement of infringement, or contributory infringement, of any work covered within Regents' Copyright Rights. If the Licensed Product is a component of another product or work, such product or work is deemed to be the Licensed Product for purposes of this Agreement.
- 1.5 “**Regents' Copyright Rights**” means The Regents’ interest in Copyrighted work (UC Case No. 2011-035-1), entitled “*Rank-Rank Hypergeometric Overlap (RRHO): Identification of Statistically Significant Overlap Between Gene Expression Signatures*” by Thomas Graeber, Richard Tascherau, Justin Wong, and Dr. Seema B. Plaiser and assigned to The Regents.

2. GRANT

- 2.1 Subject to the limitations set forth in this Agreement, The Regents hereby grants to You a non-exclusive license (the “**License**”) under Regents' Copyright Rights, in jurisdictions where Regents' Copyright Rights exist, to **reproduce or display** the Licensed Products in the Field of Use to the extent permitted by law. You will not reproduce or display the Licensed Products outside the Field of Use. No rights are hereby granted to make any Derivative Works or to distribute the Works. You have no right to grant sublicenses.
- 2.2 The License is subject to all the applicable provisions of any license to the United States Government executed by The Regents and is subject to any overriding obligations to the United States Federal Government under 35 U.S.C. §§200-212 and applicable governmental implementing regulations. The license to the US Government provides in OMB Circular A-110 at Paragraph 36(a) a royalty-free, non-exclusive, irrevocable right to reproduce, publish, or otherwise use the Work for Federal purposes, and to authorize others to do so.
- 2.3 The Regents expressly reserves the right to: (a) use Regents' Copyright Rights and associated technology for educational and research purposes, clinical research, and research sponsored by commercial entities, (b) publicly disclose research results, and (c) allow other non-profit research institutions to use Regents' Copyright Rights and associated technology for the same purposes as (a) and (b).
- 2.4 Except as set forth in this Agreement, You shall not (i) remove any copyright or other proprietary notices on or in any copies of the Licensed Products; or (ii) modify, adapt, translate, reverse engineer, disassemble or decompile the Licensed Products, or disable any control feature of the Licensed Products (except as expressly authorized hereunder), or otherwise create the source code

from the object code of the Licensed Products or rewrite the Licensed Products in another computer language or otherwise adapt the Licensed Products. You agree to restrict use of the Licensed Products only to Your employees and students who require access to it for purposes of Your use of the Licensed Products, and further agrees to take all reasonable steps necessary to prevent any use, modification, duplication or transfer of the Licensed Products in any manner inconsistent with the terms of this Agreement, unless expressly agreed to in writing by The Regents.

- 2.7. You may make one (1) copy of the Licensed Products for backup purposes only, and may make a limited number of other copies but only to the extent necessary to support Your authorized use of the Licensed Products in the Field of Use. You agree to reproduce on any such copies all of the Regents' proprietary notices contained in the Licensed Products and its associated media as set forth in Article 6 (COPYRIGHT MARKING AND REFERENCES).

3. LIFE OF THE AGREEMENT

- 3.1 Unless otherwise terminated by operation of law or by acts of the parties in accordance with the terms of this Agreement, this Agreement is in force from the Effective Date recited on page one and remains in effect for three (3) years.
- 3.2 Any expiration or termination of this Agreement will not affect the rights and obligations set forth in the Article 1. DEFINITIONS, Article 6. COPYRIGHT MARKING AND REFERENCES, Article 7. USE OF NAMES AND TRADEMARKS, Article 8. LIMITED WARRANTY, Article 9. INDEMNIFICATION, Article 10. LIMITATIONS OF LIABILITY, Article 14. FAILURE TO PERFORM, and Article 15. GOVERNING LAW.

4. TERMINATION BY THE REGENTS

- 4.1 If You violate or fail to perform any material term of this Agreement, then The Regents may give written notice of the default ("**Notice of Default**") to You. If You do not repair the default within sixty (60) days after the effective date of the Notice of Default ("**Period to Cure**"), then The Regents has the right to terminate this Agreement and the License by a second written notice ("**Notice of Termination**") to You. If The Regents sends a Notice of Termination to You, then this Agreement automatically terminates on the effective date of this notice. Termination does not relieve You of your obligation to pay any monies owed at the time of the Termination Effective Date, and does not impair any accrued right of The Regents.

5. TERMINATION BY YOU

- 5.1 You have the right at any time to terminate this Agreement in whole or with respect to any portion of Regents' Copyright Rights by giving written notice to The Regents. This notice of termination will be subject to Article 11 (NOTICES) and will be effective ninety (90) days after the effective date of the notice ("**Termination Effective Date**").
- 5.2 Any termination in accordance with Paragraph 5.1 does not relieve You of any obligation or liability accrued prior to termination. Nor does termination rescind anything done by You or any payments made to The Regents prior to the effective date of termination. Termination does not affect in any manner any rights of The Regents arising under this Agreement prior to termination.

6. COPYRIGHT MARKING AND REFERENCES

6.1 You must mark all Licensed Products reproduced or displayed under the terms of this Agreement in accordance with the applicable copyright marking laws and with the following mark:
© 2012 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA. ALL RIGHTS RESERVED.

6.2 You will include the following citation in any and all publications and presentations that arise from Your exercise of this License:

Plaisier S.B., R. Taschereau, J.A. Wong, and T.G. Graeber. Rank-rank hypergeometric overlap: identification of statistically significant overlap between gene-expression signatures. *Nucleic Acids Research*, September 2010, 38(17): e169. <http://systems.crumpp.ucla.edu/rankrank/>.

7. USE OF NAMES AND TRADEMARKS

7.1 You will not use any name, trade name, trademark or other designation of The Regents' or its employees (including contraction, abbreviation or simulation of any of the foregoing) in advertising, publicity or other promotional activity. Unless required by law or as set forth in this Agreement, You are expressly prohibited from using the name "The Regents of the University of California" or the name of any campus of the University of California in advertising, publicity, or other promotional activity, without written permission of The Regents.

8. LIMITED WARRANTY

8.1 The Regents warrants that it has the lawful right to grant this license to You.

8.2 This License and the associated Work are provided **WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE REGENTS MAKES NO REPRESENTATION OR WARRANTY THAT ANY LICENSED PRODUCT WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT.**

8.3 Nothing in this Agreement will be construed as:

8.3a A warranty or representation by The Regents as to the validity or scope of any Regents' Copyright Rights.

8.3b A warranty or representation that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents, copyrights or trademarks of third parties.

8.3c Obliging The Regents to bring or prosecute actions or suits against third parties for patent, copyright or trademark infringement.

8.3d Conferring by implication, estoppel or otherwise any license or rights under any copyrights of The Regents other than Regents' Copyright Rights as defined herein, regardless of whether such copyrights are dominant or subordinate to Regents' Copyright Rights.

- 8.3e Obligating The Regents to furnish any know-how not provided in Regents' Copyright Rights.

9. INDEMNIFICATION

- 9.1 You will indemnify, hold harmless and defend The Regents, The Regents' officers, employees, and agents, the sponsors of the research that led to the Work, the authors of the Work and their respective employers from and against any and all liability, claims, suits, losses, damages, costs, fees and expenses resulting from or arising out of exercise of this Agreement. Indemnification includes but is not limited to products liability. If The Regents, in its sole discretion, believes that there will be a conflict of interest or it will not otherwise be adequately represented by counsel chosen by You to defend The Regents in accordance with this Paragraph 9.1, then The Regents may retain counsel of its choice to represent it, and You will pay all expenses for such representation.
- 9.2 The Regents shall notify You in writing of any claim or suit brought against The Regents in respect of which The Regents intends to invoke the provisions of this Article 9 (INDEMNIFICATION). You shall keep The Regents informed on a current basis of your defense of any claims under this Article 9 (INDEMNIFICATION).

10. LIMITATIONS OF LIABILITY

- 10.1 **THE REGENTS WILL NOT BE LIABLE FOR ANY LOST PROFITS, COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST BUSINESS, ENHANCED DAMAGES FOR INTELLECTUAL PROPERTY INFRINGEMENT OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SPECIAL DAMAGES RESULTING FROM EXERCISE OF THIS LICENSE OR THE USE OF THE WORK OR LICENSED PRODUCTS. THE REGENTS WILL NOT BE LIABLE FOR ANY CAUSES OF ACTION OF ANY KIND (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY) EVEN IF THE REGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

11. NOTICES

- 11.1 Any notice or payment required to be given to The Regents must be sent to the respective address given below and is effective: (a) on the date of delivery if delivered in person, (b) five (5) days after mailing if mailed by first-class certified mail, postage paid, or (c) on the next business day if sent by overnight delivery.

For The Regents: The Regents of the University of California
University of California, Los Angeles
Office of Intellectual Property
11000 Kinross Avenue, Suite 200
Los Angeles, CA 90095-1406

Attention: Director of Licensing
Ref: UC Case No. 2011-035

12. ASSIGNABILITY

- 12.1 This Agreement is binding upon and inures to the benefit of The Regents, its successors and assignees. This Agreement is personal to You and is not assignable by You without prior written permission of the Regents.

13. WAIVER

- 13.1 The waiver of any breach of any term of this Agreement does not waive any other breach of that or any other term.

14. FAILURE TO PERFORM

- 14.1 If either party takes legal action against the other because of a failure of performance due under this Agreement, then the prevailing party is entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

15. GOVERNING LAW

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

16. FORCE MAJEURE

- 16.1 Except for Your obligation to make any payments to The Regents hereunder, the parties shall not be responsible for any failure to perform due to the occurrence of any events beyond their reasonable control that render their performance impossible or onerous, including, but not limited to: accidents (environment, toxic spill, etc.); acts of God; biological or nuclear incidents; casualties; earthquakes; fires; floods; governmental acts; orders or restrictions; inability to obtain suitable and sufficient labor, transportation, fuel and materials; local, national or state emergency; power failure and power outages; acts of terrorism; strike; and war.
- 16.2 Either party to this Agreement, however, will have the right to terminate this Agreement upon thirty (30) days' prior written notice if either party is unable to fulfill its obligations under this Agreement due to any of the causes specified in Paragraph 16.1 for a period of one (1) year.

17. MISCELLANEOUS

- 17.1 The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.
- 17.2 No amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by each party.

- 17.3 This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof which continues to the extent it is not inconsistent with this Agreement.
- 17.4 If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable as long as a party's rights under this Agreement are not materially affected. In lieu of the unenforceable provision, the parties will substitute or add as part of this Agreement a provision that will be as similar as possible in economic and business objectives as was intended by the unenforceable provision.
- 17.5 No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than The Regents and You any rights, remedies or other benefits under, or by reason of, this Agreement.
- 17.6 In performing their respective duties under this Agreement, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.