This License Agreement is for the UCLA “Rosetta Stone Method for Detecting Protein-Protein Interactions from Genome Sequences” and “The Protein Phylogenetic Profile Method for Determining Protein Functions from Genomic Sequences. If you would like to license these Works, please print out two (2) copies of this document, complete, sign, and return both copies of the document to our office at:

UCLA Office of Intellectual Property
11000 Kinross Avenue Ste 200
Los Angeles, CA 90095-1406

Attn: Ready to Sign Application Director

Both copies will be signed and one (1) copy will be returned to you for your records. We will then prepare and send an invoice to you for the fee associated with the license.
NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement and the attached Appendix A (collectively, the “Agreement”) is made and is effective this ______ day of __________ (the “Effective Date”) 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 – Industry Sponsored Research of the University of California, Los Angeles, located at 11000 Kinross Avenue, Suite 200, Los Angeles, CA 90095-1406, and __________________________ (“Licensee”), a __________ corporation having a principal place of business at ______________________

RECITALS

WHEREAS, certain inventions, generally characterized as

“The Rosetta Stone Method for Detecting Protein-Protein Interactions from Genome Sequences”; and “The Protein Phylogenetic Profile Method for Determining Protein Functions from Genomic Sequences” (UCLA Case No. 1999-566)(the “Inventions”) were made in the course of research at the University of California, Los Angeles by Drs. David Eisenberg, Todd Yeates, Edward Marcotte, Matteo Pelligrini, Robert Grothe Jr , and Michael Thompson and are claimed in Regents’ Patent Rights, as defined below;

WHEREAS, Drs. David Eisenberg, Todd Yeates, Edward Marcotte, Matteo Pelligrini, Robert Grothe Jr , and Michael Thompson are employees of The Regents and as such are obligated to assign their right, title and interest in and to the Inventions to The Regents;

WHEREAS, the Invention was developed with United States Government funds, and The Regents has elected title thereto and granted a royalty-free nonexclusive license to the United States Government on 5/24/1999, as required under 35 U.S.C. §200-212;

WHEREAS, The Regents wishes that Regents' Patent Rights be developed and utilized to the fullest extent so that the benefits can be enjoyed by the general public.

The parties agree as follows:

1. DEFINITIONS

a) “Regents' Patent Rights” means The Regents’ interest in any of the patents listed in Appendix A attached to this Agreement and assigned to The Regents (UCLA Case No. 1999-566); including reissues and reexaminations thereof; all of which will be automatically incorporated in and added to Appendix A and made a part of this Agreement.

b) "Regents' Copyright Rights" means The Regents’ interest in any of the works listed in Appendix A attached to this Agreement and assigned to The Regents (UCLA Case No. 1999-566); and any Derivative Works created therefrom; all of which will be automatically incorporated in and added to Appendix A and made a part of this Agreement.
c) “Derivative Work(s)” means any revision, enhancement, modification, translation, abridgement, condensation, or expansion created by Licensee 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.

d) “Licensed Product” means any article, composition, apparatus, substance, chemical, work of authorship, derivative, or any other material covered by Regents' Patent Rights or Copyright Rights or whose manufacture, reproduction, display, use or sale would, absent the license granted under this Agreement, constitute an infringement, inducement of infringement or contributory infringement of any claim within Regents' Patent Rights or Copyright Rights, or any service, article, composition, apparatus, chemical, substance or any other material made, used or sold by or utilizing or practicing a Licensed Method. 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.

e) “Licensed Method” means any process, service, or method covered by Regents' Patent Rights or whose use or practice would, absent the license granted under this Agreement, constitute an infringement, inducement of infringement or contributory infringement of any claim within Regents' Patent Rights.

f) “Field of Use” shall mean Protein Analysis.

2. GRANT

2.1 Subject to the limitations set forth in this Agreement, The Regents hereby grants to Licensee a non-exclusive license (the “License”) under Regents’ Patent Rights, in jurisdictions where Regents' Patent Rights exist, to make, have made, and use Licensed Products and to practice Licensed Methods in the Field of Use for Licensee’s internal research purposes to the extent permitted by law. Licensee will not make, have made, or use the Licensed Products outside the Field of Use. Licensee will not sell, offer for sale, or import Licensed Products.

2.2 Subject to the limitations set forth in this Agreement, The Regents hereby grants to Licensee a non-exclusive license (the “License”) under Regents’ Copyright Rights, in jurisdictions where Regents’ Copyright Rights exist, to copy, reproduce, display, distribute, create derivative works of, or perform the Licensed Products in the Field of Use for Licensee’s internal research purposes to the extent permitted by law. The Licensee will not copy, reproduce, display, distribute, create derivative works of, or perform the Licensed Products outside the Field of Use.

2.3 The Regents will not be responsible for ongoing maintenance of the Licensed Product and will not be responsible for customization of the Licensed Product for Licensee’s specific installation.

2.4 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.

2.5 The Regents expressly reserves the right to: (a) use Regents' Patent Rights, 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' Patent Rights and associated technology for the same purposes as (a) and (b).

2.6 The Agreement will terminate immediately if Licensee files a claim including in any way the assertion that any portion of Regents’ Patent Rights is invalid or unenforceable where the filing is by Licensee, a third party on behalf of Licensee, or a third party at the written urging of Licensee.

3.  SUBLICENSES

3.1 Sublicenses are not authorized.

4.  FEES

4.1 Licensee will pay to The Regents an annual license fee of Ten Thousand Dollars ($10,000.00) within thirty (30) days of the Effective Date of this Agreement.

5.  PATENT MAINTENANCE

5.1 The Regents shall be under no obligation to maintain patent rights.

6.  INFRINGEMENT

6.1 In the event that Licensee learns of infringement of potential commercial significance of any patent or copyright licensed under this Agreement, Licensee will provide The Regents with (i) written notice of such infringement and (ii) with any evidence of such infringement available to it (the “Infringement Notice”). During the period in which, and in the jurisdiction where, Licensee has rights under this Agreement, Licensee will not notify a third party (including the infringer) of infringement or put such third party on notice of the existence of any Regent’s Patent Rights or Copyright Rights without first obtaining the written consent of The Regents. The Regents shall have the right to terminate this Agreement immediately without the obligation to provide sixty (60) days’ notice as set forth in Article 8 (TERMINATION BY THE REGENTS) if Licensee notifies a third party of infringement or puts such third party on notice of the existence of any Regents’ Patent Rights or Copyright Rights with respect to such infringement without first obtaining the written consent of The Regents.

6.2 Licensee will cooperate with The Regents in litigation proceedings instituted hereunder. Any litigation proceedings will be controlled by The Regents.

7.  LIFE OF THE AGREEMENT

7.1 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 one (1) year.

7.2 Upon termination of this Agreement, Licensee will have no further right to make, have made, or use any Licensed Product or Method.
7.3 Any expiration or termination of this Agreement will not affect the rights and obligations set forth in the following Articles:

Article 16 USE OF NAMES AND TRADEMARKS;
Article 17 LIMITED WARRANTY;
Article 18 INDEMNIFICATION;
Article 24 FAILURE TO PERFORM; and
Article 25 GOVERNING LAWS.

8. TERMINATION BY THE REGENTS

8.1 If Licensee violates or fails to perform any material term of this Agreement, then The Regents may give written notice of the default (“Notice of Default”) to Licensee. If Licensee does 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 Licensee. If The Regents sends a Notice of Termination to Licensee, then this Agreement automatically terminates on the effective date of this notice. Termination does not relieve Licensee of its obligation to pay any fees owing at the time of termination and does not impair any accrued right of The Regents.

9. TERMINATION BY LICENSEE

9.1 Licensee has the right at any time to terminate this Agreement in whole or with respect to any portion of Regents' Patent Rights by giving written notice to The Regents. This notice of termination will be subject to Article 15 (NOTICES) and will be effective ninety (90) days after the effective date of the notice.

9.2 Any termination in accordance with Paragraph 9.1 does not relieve Licensee of any obligation or liability accrued prior to termination. Nor does termination rescind anything done by Licensee 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.

10. PATENT MARKING

10.1 Licensee must mark all Licensed Products made, or used under the terms of this Agreement, or their containers, in accordance with the applicable patent marking laws.

11. USE OF NAMES AND TRADEMARKS

11.1 Licensee 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, Licensee is 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.
12. LIMITED WARRANTY

12.1 The Regents warrants that it has the lawful right to grant this license to Licensee.

12.2 This License and the associated Invention 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 OR OTHER PROPRIETARY RIGHT.**

12.3 **IN NO EVENT WILL THE REGENTS BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM EXERCISE OF THIS LICENSE OR THE USE OF THE INVENTION OR LICENSED PRODUCTS OR THE USE OR THE PRACTICE OF LICENSED METHODS.**

12.4 Nothing in this Agreement will be construed as:

   12.4a A warranty or representation by The Regents as to the validity or scope of any Regents' Patent Rights.

   12.4b 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 of third parties.

   12.4c Obligating The Regents to bring or prosecute actions or suits against third parties for patent infringement except as provided in Article 6 (PATENT INFRINGEMENT).

   12.4d Conferring by implication, estoppel or otherwise any license or rights under any patents of The Regents other than Regents' Patent Rights as defined herein, regardless of whether such patents are dominant or subordinate to Regents' Patent Rights.

   12.4e Obligating The Regents to furnish any know-how not provided in Regents' Patent Rights or Regents' Copyright Rights.

13. INDEMNIFICATION

13.1 Licensee will indemnify, hold harmless and defend The Regents, its officers, employees, and agents, the sponsors of the research that led to the invention, the inventors of the patents and patent applications in Regents' Patent Rights 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 Licensee to defend The Regents in accordance with this Paragraph 13.1, then The Regents may retain counsel of its choice to represent it, and Licensee will pay all expenses for such representation.
13.2 Licensee, at its sole cost and expense, must insure its activities in connection with the work under this Agreement and obtain, keep in force and maintain Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

13.2a Each occurrence $1,000,000.
13.2b Products/completed operations aggregate $5,000,000.
13.2c Personal and advertising injury $1,000,000.
13.2d General aggregate $5,000,000.

13.3 If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination or expiration of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

13.4 Licensee will obtain, keep in force and maintain Worker's Compensation Insurance as legally required in the jurisdiction in which Licensee is doing business.

13.5 Licensee expressly understands, however, that the coverages and limits in Paragraph 13.2 do not in any way limit Licensee's liability. Licensee must furnish The Regents with certificates of insurance evidencing compliance with all requirements within thirty (30) days of the execution of the Agreement. Licensee's insurance must:

13.5a Provide for thirty (30) day advance written notice to The Regents of any modification.
13.5b Indicate that The Regents of the University of California is endorsed as an insured under the coverages listed in Paragraph 13.2.
13.5c Include a provision that the coverages will be primary and will not participate with nor will be excess over any valid and collective insurance or program of self-insurance carried or maintained by The Regents.

13.6 The Regents shall notify Licensee 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 13 (INDEMNIFICATION). Licensee shall keep The Regents informed on a current basis of its defense of any claims under this Article 13 (INDEMNIFICATION).

14. LIMITATIONS OF LIABILITY

14.1 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 SUFFERED BY LICENSEE, JOINT VENTURES, AFFILIATES OR DEVELOPMENT PARTNERS ARISING OUT OF OR RELATED TO THIS AGREEMENT. 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.

15. NOTICES
15.1 Any notice or payment required to be given to either party 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. Either party may change its designated address by written notice.

For Licensee: ____________________________________________
__________________________________________
__________________________________________

Attention: ____________

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
Ref: UC Case No. 1999-566

15.2 Licensee shall furnish to The Regents the completed form entitled “AGREEMENT MANAGEMENT – CONTACT INFORMATION,” attached hereto as “EXHIBIT B,” concurrent to execution of the Agreement and incorporated herein by this reference, showing:

15.2a The Licensee Contact; and
15.2b The Financial Contact, or the contact handling payments.

16  ASSIGNABILITY

16.1 This Agreement is binding upon and inures to the benefit of The Regents, its successors and assignees. But it is personal to Licensee and assignable by Licensee only with the written consent of The Regents. The consent of The Regents will not be required if the assignment is in conjunction with the transfer of all or substantially all of the business of Licensee to which this license relates.

17.  LATE PAYMENTS

17.1 For each fee not received by The Regents when due, Licensee must pay to The Regents a simple interest charge of ten percent (10%) per annum to be calculated from the date payment was due until it was actually received by The Regents.

18.  WAIVER

18.1 The waiver of any breach of any term of this Agreement does not waive any other breach of that or any other term.
19. FAILURE TO PERFORM

19.1 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.

20. GOVERNING LAW

20.1 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, patent or patent application will be governed by the applicable laws of the country of the copyright, patent or patent application.

21. GOVERNMENT APPROVAL OR REGISTRATION

21.1 If this Agreement or any associated transaction is required by the law of any nation to be either approved or registered with any governmental agency, Licensee will assume all legal obligations to do so. Licensee will notify The Regents if it becomes aware that this Agreement is subject to a United States or foreign government reporting or approval requirement. Licensee will make all necessary filings and pay all costs including fees, penalties, and all other out-of-pocket costs associated with such reporting or approval process.

22. COMPLIANCE WITH LAWS

22.1 Licensee will comply with all applicable international, national, state, regional, and local laws and regulations in performing its obligations hereunder and in its use, manufacture, sale or import of the Licensed Products or practice of the Licensed Methods. Licensee will observe all applicable United States and foreign laws with respect to the transfer of Licensed Products and related technical data and the provision of services using Licensed Methods to foreign countries, including and without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations. Licensee will manufacture Licensed Products and practice the Licensed Methods in compliance with all applicable government importation laws and regulations of a country into which Licensed Products are imported.

23. FORCE MAJEURE

23.1 Except for Licensee’s 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.

23.2 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 23.1 for a period of one (1) year.
24. CONFIDENTIALITY

24.1 If either party discloses confidential information to the other party, the disclosing party will designate this information as confidential by appropriate legend or instruction and the receiving party will:

24.1a Use the same degree of care to maintain the secrecy of the confidential information as it uses to maintain the secrecy of its own information of like kind.

24.1b Use the confidential information only to accomplish the purposes of this Agreement.

24.2 Neither party will disclose confidential information received from the other party except to its employees, customers, distributors and other agents who are bound to it by similar obligations of confidence and only as required to accomplish the purposes of this Agreement.

24.3 Neither party will have any confidentiality obligation with respect to the confidential information belonging to or disclosed by the other party that:

24.3a the receiving party can demonstrate by written records was previously known to it;

24.3b the receiving party lawfully obtained from sources under no obligation of confidentiality;

24.3c is or becomes publicly available other than through an act or omission of the receiving party or any of its employees; and

24.3d is required to be disclosed under the California Public Records Act, governmental audit requirement or other requirement of law.

24.4 The provisions of this Article 30 (CONFIDENTIALITY) will continue in effect for five (5) years after expiration or termination of this Agreement.

24.5 The Regents is free to release to the Inventors and senior administrators employed by The Regents the terms and conditions of this Agreement. If such release is made, then The Regents shall give notice of the confidential nature and shall request that the recipient not disclose such terms and conditions to others. If a third party inquires whether a license to Regents’ Patent Rights is available, then The Regents may disclose the existence of this Agreement and the extent of the grant in Article 2 (GRANT) to such third party, but will not disclose the name of Licensee or any other negotiated terms or conditions of this Agreement, except where The Regents is required to release information under the California Public Records Act, a governmental audit requirement or other applicable law.

25. MISCELLANEOUS

25.1 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.
25.2 This Agreement is not binding upon the parties until it has been signed below on behalf of each party, in which event it becomes effective as of the date recited on page one.

25.3 No amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by each party.

25.4 This Agreement and Appendix A (REGENTS’ PATENT AND COPYRIGHT RIGHTS) 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.

25.5 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.

26. COUNTERPARTS AND EXECUTION

26.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, Portable Document Format (PDF) or photocopied signatures of the Parties will have the same legal validity as original signatures.

Both The Regents and Licensee have executed this Agreement in duplicate originals by their authorized officers on the dates written below:

____________________________________  ________________________________
By__________________________________  By___________________________
Signature ____________________________ Signature ____________________________
Name: _______________________________ Name: _____________________________
Title: _______________________________ Title: _____________________________
Date: _______________________________ Date: _____________________________

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
APPENDIX A

REGENTS’ PATENT AND COPYRIGHT RIGHTS

U.S. Patent No. 6,466,874 entitled, “Rosetta Stone Method for Detecting Protein Protein Interactions from Genome Sequences”, filed January 28, 2000 (UCLA Case No. 1999-566) by Dr(s) Edward Marcotte, David Eisenberg, Todd Yeates, Matteo Pelligrini, and Michael Thompson and assigned to The Regents.

U.S. Patent No. 6,564,151 entitled, “Assigning Protein Functions by Comparative Genome Analysis Protein Phylogenetic Profiles”, filed January 28, 2000 (UCLA Case No. 1999-566) by Dr(s) Edward Marcotte, David Eisenberg, Todd Yeates, Matteo Pelligrini, Robert Grothe, and Michael Thompson and assigned to The Regents.

U.S. Patent No. 6,772,069 entitled, “Determining Protein Function and Interaction from Genome Analysis”, filed January 28, 2000 (UCLA Case No. 1999-566) by Dr(s) Edward Marcotte, David Eisenberg, Todd Yeates, Matteo Pelligrini, and Michael Thompson and assigned to The Regents.

U.S. Patent No. 6,892,139 entitled, “Determining the functions and interactions of proteins by comparative analysis”, filed November 13, 2000 (UCLA Case No. 1999-566) by Dr(s) Edward Marcotte, David Eisenberg, Todd Yeates, Matteo Pelligrini, Sergio Rotstein, and Michael Thompson and assigned to The Regents.

Copyrighted work entitled “The Rosetta Stone Method and Phylogenetic Profiles” authored by Drs. David Eisenberg, Todd Yeates, Edward Marcotte, Matteo Pelligrini, and Michael Thompson, and assigned to The Regents.
EXHIBIT B
AGREEMENT MANAGEMENT – CONTACT INFORMATION

Licensee Name: [COMPANY NAME]  UC Control No: ________________________

LICENSEE CONTACT:

LAST NAME, FIRST NAME: ____________________________  COMPANY TELEPHONE: __________________
TITLE: ____________________________________________
COMPANY NAME: _________________________________  COMPANY FAX: ____________________________
ADDRESS: ________________________________________
ADDRESS: ________________________________________  EMAIL: _________________________________
CITY, STATE, ZIP: ________________________________
CODE, COUNTRY

FINANCIAL CONTACT:

LAST NAME, FIRST NAME: ____________________________  COMPANY TELEPHONE: __________________
TITLE: ____________________________________________
COMPANY NAME: _________________________________  COMPANY FAX: ____________________________
ADDRESS: ________________________________________
ADDRESS: ________________________________________  EMAIL: _________________________________
CITY, STATE, ZIP: ________________________________
CODE, COUNTRY