

**SOFTWARE LICENSE AGREEMENT**

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This AGREEMENT is effective \_\_\_\_\_ by and between \_\_\_\_\_ having an address of \_\_\_\_\_, hereinafter referred to as "LICENSEE", and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("THE REGENTS"), a California corporation having its statewide administrative offices at 1111 Franklin Street, Oakland, California 94607-5200 and acting through its Office of Technology Management, University of California San Francisco, 185 Berry Street, Suite 4603, San Francisco, California 94107.

This Agreement concerns software jointly owned by The Regents and The Trustees of Columbia University in the City of New York ("Columbia") and called Protein Local Optimization Program, a platform for construction and refinement of all-atom protein models. PLOP was generated by Richard Friesner at Columbia and by Matthew P. Jacobson, when he was an employee of Columbia and later when he was an employee of the University of California San Francisco (Case No. SF03-048), and has subsequently been modified by both THE REGENTS and Columbia ("SOFTWARE").

**TERMS**

1. Upon receipt of a copy of this license duly signed by LICENSEE, THE REGENTS will deliver one copy of the SOFTWARE to the LICENSEE and grant to the LICENSEE a non-exclusive, non-transferable license to install and use the SOFTWARE on computers located at LICENSEE'S institution for non-profit teaching and academic research purposes only. Use of this SOFTWARE is restricted to the LICENSEE, and sale of the SOFTWARE is expressly prohibited.
2. THE REGENTS and Columbia retain ownership of all materials delivered to the LICENSEE. Any modifications or derivative works based on the SOFTWARE are considered part of the SOFTWARE and ownership thereof is retained by THE REGENTS and Columbia. Annual reports of such modifications or derivatives are to be made to THE REGENTS.
3. The LICENSEE shall not disclose or transfer in any form either the delivered SOFTWARE or any modifications of or derivative works based on the SOFTWARE to third parties.
4. The LICENSEE may make a reasonable number of copies of the SOFTWARE for the purposes of backup, maintenance of the SOFTWARE or the development of derivative works based on the SOFTWARE. These additional copies are subject to the terms of this Agreement, will carry the copyright notice, will be controlled by this Agreement, and will be destroyed by the LICENSEE upon termination of this Agreement.
5. If the LICENSEE receives a request to furnish all or any portion of the SOFTWARE to any third party, the LICENSEE will not fulfill such a request and will refer it in writing to THE REGENTS.
6. **THE LICENSEE AGREES THAT THE SOFTWARE IS FURNISHED "AS IS" AND THAT THE REGENTS AND COLUMBIA IN NO WAY WARRANT THE SOFTWARE OR ANY OF ITS RESULTS AND ARE IN NO WAY LIABLE FOR ANY USE LICENSEE MAKES OF THE SOFTWARE.**
7. The parties intend that this Agreement is binding upon each of their respective heirs and assigns.
8. The license granted to LICENSEE hereunder may not be assigned or transferred to any other person or entity without the express written consent of THE REGENTS, which consent shall not be unreasonably withheld.

9. If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

10. This Agreement may not be amended or superseded except in writing signed by the parties.

11. This Agreement supersedes all other previous or contemporaneous agreements or understandings between the parties, whether verbal or written, concerning the subject matter hereof.

12. Use of this SOFTWARE in contractual arrangements with third parties requires such parties to license the SOFTWARE directly from THE REGENTS.

13. Alterations of or additions to this Agreement shall be made in writing and duly executed by representatives of both parties.

14. The use of the SOFTWARE is restricted to the intended purpose and is not to be used for production purposes or reverse engineering.

**IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the dates given below:**

**LICENSEE:**

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA:**

*By:* \_\_\_\_\_  
(signature)

*By:* \_\_\_\_\_  
(signature)

*Name:* \_\_\_\_\_  
(please print)

*Name:* Joel B. Kirschbaum  
(please print)

*Title:* \_\_\_\_\_

*Title:* Director  
Office of Technology Management

*Date:* \_\_\_\_\_

*Date:* \_\_\_\_\_