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Please duly fill in the remaining of the blank fields in the form below, and send the complete document to a responsible person or department at your organization for review and signature.

Confirm the agreement of your organization with the terms and conditions set forth below by having an authorised representative of your organization duly date and sign the Agreement **on each and every page** (required by Spanish law).

Please ensure that 2 (two) copies of the partially executed original Agreement are returned to the following address:

Technology and Business Development Office (TBDO)
Centre for Genomic Regulation (CRG)
Doctor Aiguader 88, E-08003 Barcelona, Spain

accompanying it with a letter or similar document indicating the responsible person (with address) to whom the fully executed copy should be sent, as well as the responsible researcher (with email address) to whom the software and password to access the software should be sent.

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The terms and conditions of this Agreement have been practice-proven. Please note that any request for modification of the standard terms and conditions will significantly delay the provision of the software requested.

– TERMS AND CONDITIONS ON THE NEXT PAGE–

SOFTWARE ACADEMIC LICENSE AGREEMENT

SEAMOTE VERSION 1.0

This Software License Agreement (the “**Agreement**”), effective as of (the “**Effective Date**”), is entered into by and between:

FUNDACIÓ CENTRE DE REGULACIÓ GENÒMICA (“CRG”), a non-for-profit Spanish foundation with tax identification number ES-G62426937, based in Barcelona, Spain, at Doctor Aiguader, 88, duly represented by Ms. Bruna Vives Prat, Managing Director; and

(the “**Licensee**”),

a
with tax identification number _____,
based in _____,
duly represented by _____.

CRG and Licensee are collectively referred to hereinafter as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- I. CRG own all copyrights and other industrial and intellectual property rights in the software identified as SeAMotE version 1.0 (the “**Software**”);
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“*Open Virtualization Format Package*” or “*OVF Package*” means the group of independent files distributed by CRG and required by the Licensee for importing the Virtual Machine to the equipment or server designated by the Licensee, as the case may be.

“*Software*” shall mean the software identified as SeAMotE version 1.0 in object form only, excluding any Open Source Software provided with such Software, and for which Licensee is granted a use license pursuant to this Agreement.

“*Virtual Machine*” means a software container that runs Ubuntu 14.04.02 LTS as its own operating system and execute applications like a physical machine which includes the Software and the Open Source Software.

“*Term*” shall mean the definition which is set forth in Clause 11 of this Agreement

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- 9.5. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OR INACCURACY OF DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
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11. Term and Termination

- 11.1. This Agreement and the License granted herein shall become effective as of the Effective Date of this Agreement and shall be in force until December 31st of the year corresponding to the Effective Date (the "Term").
- 11.2. This Agreement shall expire upon thirty (30) days prior written notice of any Party in the event that either Party fails to perform or comply with any material provision of this Agreement, provided the defaulting Party's breach has not been cured to the reasonable satisfaction of the non-defaulting Party within such thirty (30) day notice period.

- 11.3. Upon termination of this agreement, Licensee shall immediately stop all use of the Software and shall destroy all full and partial copies of the Licensed Software.
- 11.4. Termination or expiration of this Agreement shall not terminate any Licensee obligation for the Software prior to termination or expiration.
- 11.5. Nothing in this Agreement shall be construed to release either Party of any obligation matured prior to the effective date of termination.

12. Governing Law and Jurisdiction

- 12.1. This Agreement shall be governed and construed in accordance with the laws of Spain.
- 12.2. With express waiver to any other jurisdiction that may correspond to the Parties, any dispute or controversy in relation to, in connection with, or resulting from this Agreement which cannot be settled amicably shall be exclusively resolved by the courts of the city of Barcelona (Spain).

13. Miscellaneous

- 13.1. The Parties agree that this Agreement is the complete and exclusive agreement among the Parties and supersedes all proposals and prior agreements whether written or oral, and all other communications among the Parties relating to the subject matter of this Agreement.
- 13.2. This Agreement cannot be modified except in writing and signed by both Parties.
- 13.3. Failure by either Party at any time to enforce any of the provisions of this Agreement shall not constitute a waiver by such party of such provision nor in any way affect the validity of this Agreement.
- 13.4. The invalidity of singular Clauses does not affect the validity of the entire Agreement. The Parties are obligated, however, to replace the invalid provisions by a regulation, which comes closest to the economic intent of the invalid provision. The same shall apply *mutatis mutandis* in case of a gap.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two originals and one (1) sole effect by their duly authorized representatives of each of the Parties as of the Effective Date.

By CRG:

By Licensee:

Name: Ms. Bruna Vives Prat

Title: Managing Director

Date:

Name:

Title:

Date: