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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.

In order to speed up the process we can temporarily accept a scanned copy of the partially signed document, originally dated and signed according to the instructions above, and sent to the attention of the CRG researcher AND the TBDO at [CRG\\_BusinessInnovation@crg.eu](mailto:CRG_BusinessInnovation@crg.eu). This should however NOT replace the sending of originals via courier or other types of mail.

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

### CCSQL 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 ccSQL version 1.0 (the “**Software**”);
- II. The Owner Parties desire to license the Software to the Licensee so that it becomes available for research purposes;
- III. Licensee is a public funded academic and/or education and/or research institution and/or an individual or individuals working for any of such institutions.
- IV. Licensee desires to acquire from CRG and CRG desires to grant to the Licensee a non-exclusive academic license to use the Software for internal purposes only.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

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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 ccSQL 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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### 3. Consideration

- 3.1. In consideration that the purposes of the Licensee are completely academic, the LICENSEE will obtain this academic software license free of charge.

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## **10. Promotional Advertising and References**

- 10.1. Both Parties may use the name, trade name, trademark or other designation of the other Party in connection with this Agreement and any products, promotion, advertising, press release, or publicity only with the prior express permission of the other Party in writing.
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- 10.3. Licensee shall not (i) remove, alter or obscure any trademarks, copyright, other notices of proprietary rights, or any means of identification used on or in relation to the Software or Documentation; (ii) attach any additional trademarks, logos or trade designations to the Software; (iii) use any CRG trademarks in any way that would prejudice their distinctiveness or validity or the reputation or the goodwill of CRG therein; (iv) use any trademarks or trade names so resembling any CRG trademark or trade name as to be likely to cause confusion or deception; or (v) use any CRG trademarks as part of any Licensee's trademark or trade name.

## **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 31<sup>st</sup> 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:

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**Name:** Ms. Bruna Vives Prat

**Title:** Managing Director

**Date:**

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**Name:**

**Title:**

**Date:**